VOL. XLI., No. 23.

The Solicitors' Journal and Reporter.

LONDON, APRIL 3, 1897.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE LAND Transfer Bill passed through Committee in the House of Lords on Friday in last week without amendment. The gratitude of the profession is due to the Council of the Incorporated Law Society for their admirable observations on the matter which we have already printed. We always anticipated that in the end they would indorse the view that the experimental area must be fixed by the Bill, but it is particularly satisfactory to note the firm tone of their criticisms. Their suggestions are so reasonable that we can hardly anticipate that they will be rejected, but if they are, the whole body of solicitors, both in town and country, may be relied on to resist the passing of the Bill.

WE ARE INFORMED that the Council of the Incorporated Law Society have determined to allow the Victoria Pension Fund, when collected, to be administered by the Solicitors' Benevolent Association, and that arrangements will be made with the association for that purpose. As will be seen from the further list of subscriptions which we print elsewhere the fund now amounts to £3,227.

THE COURT of Appeal have earned the gratitude of conveyancers by reversing the decision of NORTH, J., in *Re Carter and Kenderdine's Contract* (*ante*, p. 274), on which we commented *ante*, p. 286; and thereby putting an end to the doctrine laid down by STIRLING, J., in *Re Briggs & Spicer's Contract* (1891, 2 Ch. 127), that a title depending on a voluntary settlement cannot be forced on a purchaser for ten years after the date of the settlement. There has probably been no more practically troublesome decision given in recent years, and the expense and annoyance which have been occasioned by its existence cannot easily be calculated. When will learned judges endeavour to estimate the practical effects of the decisions which they give with such light hearts? As the Court of Appeal said, the consequences of the doctrine "were so startling as to shock one's good sense. If a father gave his son a horse or a sum of money, of course the father might become bankrupt within two years or within ten years. Could it be said that the son could not

give a good title to the horse or the sum of money during that period?" It is now settled by the decision of the Court of Appeal, which we report elsewhere, that the true construction of section 47 of the Bankruptcy Act, 1883, is that the voluntary settlement is not void until there is a trustee in bankruptcy, and a title made under the settlement before that time is good.

A curious point as to the effect of a covenant by the lessee of a hotel to purchase wines and spirits from the lessor arose in the recent case of *White* v. *Southend Hotel Co.* (*Limited*), (reported elsewhere). A. was the proprietor of a wine and spirit business in London, and also the owner of the Royal Hotel at Southend. He let the hotel to B. at a rent of £1,500 a year, payable quarterly, and took a covenant from B. that all wines and spirits sold on the premises should be supplied by or through A., his successors or assigns. There was a proviso that as long as B. observed this covenant he should be entitled to an abatement of £75 on each quarterly payment of rent. As long as A. and B. were respectively lessor and lessee the arrangement worked without difficulty, but A. died, and his executors, while retaining the hotel, sold the wine and spirit business to C. The matter was further complicated by the fact that B., the lessee, assigned the lease to the Southend Hotel Co. The company continued to obtain wine and spirits from the business formerly belonging to A., and claimed the benefit of the quarterly abatement of £75. A.'s executors, on the other hand, maintained that the covenant and the proviso had alike ceased to be operative, and hence that the full rent was payable. Of course the difficulty arose from the fact that the reversion on the lease and the proprietorship of the business had been separated. Had the executors of A. sold the reversion with the business, the covenant would have been binding on the company in favour of the assign of the reversion. Such a covenant is not a personal covenant merely, but relates to the user of the demised premises, and accordingly runs with the land (*Clegg* v. *Hands*, 44 Ch. D. 503). But, under the actual circumstances, although nominally the benefit of the covenant had passed to the executors, yet they had ceased to have any real interest in enforcing it. None the less, however, the burden of the covenant was on the company as the assigns of the lessee, and, being subject to the burden, they were, so the Court of Appeal (Lindley, A. L. Smith, and Rigby, L.JJ.) held, entitled to the benefit of the proviso. Substantially the result is right, for the executors would take into account the value of the covenant in arranging the purchase price of their testator's business.

Important evidence was given on Monday before the House of Lords Committee on the Companies Bill by the Right Hon. Thomas Sinclair, representing the Council of the Belfast Chamber of Commerce and about eighty private limited companies of Belfast and the neighbourhood with a total capital of £5,000,000. One of the most objectionable features of the Board of Trade Bill is the requirement that all companies registered under the Companies Acts shall publish an annual balance-sheet. As is well known, this provision was introduced in opposition to the report of the Departmental Committee of 1895, presided over by Lord Davey, the only dissentient being Vaughan Williams, J. It is, of course, a plausible suggestion that persons who take the advantage of limited liability under the Acts should be compelled to disclose their financial position, but whether the principle is admitted in the case of public companies or not—and even here there is no real justification for it—Mr. Sinclair shewed that it would place private companies in a very disadvantageous position with respect to their rivals in business. The development of business in Ulster, he pointed out, has been in recent years largely due to the adoption of the principle of limited liability, and the conversion of industrial undertakings into private companies. Extremely few of these companies have become insolvent, and nearly all those which have gone into liquidation have paid 20s. in the pound. The companies in the north of Ireland, said Mr. Sinclair, which have made bad failures have been chiefly of a financial character, and these, curiously enough, gave full publicity to their affairs by publishing their balance-sheets. Publication of a balance-sheet, therefore, is no criterion of stability. On the other hand, the private companies complain that such publication, though it takes the form only of a publication of assets and liabilities, will place them at a great disadvantage in the competition with rival traders, and in particular in the competition with foreigners. A disclosure of continuous profits in any special line of manufacture would with certainty intensify the competition and put an end to the profits, while the publication of a loss on the year's trading might lead to results disastrous to the unfortunate company that had incurred it. The ascertainment, said Mr. Sinclair, of even a single year's loss would be a suggestion to a rival in trade that he occupied a position of advantage, and that he might break prices to drive opponents out of the field. Foreign manufacturers, the witness also remarked, keep a close watch on the register of joint-stock companies in this country, and full information of new competitive undertakings is sent abroad to them. It would be suicidal to add to the information already obtainable particulars from which the profits of trading and the amount of stock on hand could be ascertained.

As long ago as in the year 1894 Mr. Justice Wills called attention in the case of *Norburn* v. *Norburn* (1894, 1 Q. B. 448) to a defect in one of the rules relating to execution, which, however, has not yet been remedied and which works considerable practical hardship. The rule in question is ord. 42, r. 23 (*a*), which enacts in substance that where a judgment has been obtained for the payment of money and a change occurs by death or otherwise in the parties entitled or liable to execution, the party claiming to be entitled to enforce the judgment must obtain leave to issue execution. In the case abovementioned it was decided that the executors of a deceased judgment creditor were not entitled to have a receiver appointed of certain interests to which the judgment debtor was entitled under a will. In that case the executors had not obtained leave to issue execution, but it was pointed out that even had they done so there would have been no jurisdiction to appoint a receiver, because, according to the decision in *Re Shepheard* (43 Ch. D. 131), the appointment of a receiver is not execution (see also *Harris* v. *Beauchamp*, 1894, 1 Q. B. 801). It is obvious that this decision produces great injustice in cases in which the property of a judgment debtor can only be reached by means of what is usually known as "equitable execution." Take, for instance, the common case of a judgment debtor whose only property consists of a pension, which can in most cases only be attached by means of a receiver. According to *Norburn* v. *Norburn* it is impossible for the executors of a creditor who has obtained judgment against such a person to enforce this judgment in any way, and it is a very doubtful question whether an assignee of the judgment is in any better position. In this latter case it is clear that there has been a change in the party entitled to execution "by death or otherwise," and according to the rule leave must accordingly be obtained to issue execution, such leave not carrying with it the right to the appointment of a receiver. On the other hand, the Judicature Act of 1873 by s. 25, sub-section 6, enacts that an assignee is to have all the rights and remedies of his assignor, and by ord. 42, r. 3, it is provided that a judgment for the payment of money may be enforced by any of the modes by which such a judgment might have been enforced at the time of the passing of the principal Act. It would seem, therefore, that ord. 42, r. 23, cuts down the rights which an assignee possesses under the Judicature Act of 1873, although rule 3 of the same order is intended to preserve all such rights. Whatever may be the right conclusion in the case of an assignee the result seems to be that in very many cases where property can only be attached by means of equitable execution, persons claiming to enforce a judgment obtained by a creditor are wholly debarred from obtaining the fruits of that judgment, a result which can hardly have been contemplated by the framers of the rule, and which calls for reform.

A case of exceptional importance to tradesmen was heard before Mr. Bros at Clerkenwell Police Court on Tuesday last. An accident had happened on the premises of the defendants,

who carry on the business of dealers in druggists' sundries, but no notice of the accident was given to the factory inspector of the district. For neglecting to give such notice the defendants were now summoned, and their defence was that their premises are not a "warehouse" within the meaning of section 23 of the Factories and Workshops Act, 1895, under which the proceedings were taken. That Act provides that where an accident occurs in a factory or workshop, certain notices must be given. Section 23 further provides that the provisions of the Act with regard to accidents "shall have effect as if every dock, wharf, quay, and warehouse" were included in the word "factory," and also as if "any building which exceeds 30ft. in height, and in which more than twenty persons, not being domestic servants, are employed for wages" were included in the word "factory." The Act also provides for the infliction of a penalty upon any person who neglects the obligation laid upon him of giving the prescribed notices. It was for such neglect that these proceedings were taken. There does not appear to have been any evidence that more than twenty persons were employed on the premises, though the building was considerably more than 30ft. high. Nevertheless the magistrate was of opinion that the building was a "warehouse" within the meaning of the Act, and convicted the defendants. A warehouse, according to Webster's Dictionary, is a "storehouse for wares or goods," and the definition of the word in other standard dictionaries is similar and equally wide. If every occupier of a warehouse in this wide sense of the term is to give notice whenever an accident occurs on his premises there is hardly a shopkeeper in the kingdom who does not come within the Act, for every shop is almost necessarily a storehouse for goods. If the Act was intended to reach so far, surely such intention would have been made plain. It is fairly obvious that small shops were never intended to come under the Act. The difficult question, however, to answer is, where the line should be drawn. The mere fact that in the section quoted above "warehouse" is used in close connection with "dock," "wharf," and "quay," seems to shew an intention to confine the word to buildings at the water side—that is, to dock warehouses. Also the fact that buildings in which more than twenty persons are employed are brought under the Act seems to shew an intention to exclude buildings in which a less number are employed, unless any such building is a factory or workshop, or some other description of building specifically dealt with by the Act. The learned magistrate was evidently of opinion that the point was by no means free from doubt, and he readily consented to state a case for the opinion of the High Court, commenting upon the importance of having the matter authoritatively determined.

By section 47 of the Judicature Act, 1873, the High Court is constituted the final court of appeal in criminal matters, and it is provided that "no appeal shall lie from any judgment of the said High Court in any criminal cause or matter" except for error on the face of a record as to which no question was reserved for the High Court. These words "any criminal cause or matter" have been the subject of frequent discussion, but the court has given them as wide a meaning as possible. Recently there was an appeal in a case in which the Corporation of Southport had been proceeded against summarily for having failed to supply gas of the illuminating power required by a private Act of Parliament under pain of a penalty. The justices who heard the case convicted the corporation and imposed a fine, but stated a case for the opinion of the High Court as to the liability of the corporation. The case was argued before a Divisional Court, and the result was that the conviction was quashed. The complainants now sought to review the decision of the Divisional Court in the Court of Appeal. A preliminary objection was raised that the court had no jurisdiction, as this was a criminal matter, and the objection was held to be good. The Master of the Rolls said the corporation were charged with having failed to comply with an obligation put upon them by Act of Parliament, and were ordered by justices to pay a penalty. In order to procure this decision of the justices an information had to be laid and a conviction obtained. This conviction was in regard to a criminal matter, and the Court of Appeal had no jurisdiction to hear the case. This is quite in accordance with the opinion expressed on several previous occasions by the same learned judge. In *Ex parte Woodhall* (36 W. R. 655, 20 Q. B. D. 832) he said: "The result of all the decided cases is to shew that the words 'criminal cause or matter,' in section 47, should receive the widest possible interpretation. The intention was that no appeal should lie in any 'criminal matter' in the widest sense of the term, this court being constituted for the hearing of appeals in civil causes and matters. . . . I think that the clause of section 47 in question applies to a decision by way of judicial determination of any question raised in or with regard to proceedings, the subject-matter of which is criminal, at whatever stage of the proceedings the question arises." Lord Esher repeated and affirmed these words in *Ex parte Schofield* (39 W. R. 580; 1891, 2 Q. B. 428). The rule appears to be that when the High Court has given its decision in any matter arising out of proceedings which could have ended in a conviction followed by fine or imprisonment, that decision is "a judgment in a criminal cause or matter," and is not subject to appeal. For example, it has been held that an order of a Divisional Court to tax the costs of a criminal trial for libel is part of the procedure in such matter, and that no appeal lies from the order (*Reg.* v. *Steel*, 25 W. R. 34, 2 Q. B. D. 37).

As pointed out by Romer, J., in the important case of *Tadcaster Tower Brewery Co.* v. *Wilson* (reported elsewhere) a licence under the Licensing Act is not like property of the ordinary kind, the full advantage of which can be assigned by the vendor to the purchaser without any other steps being taken, while it is clearly essential to the value of a public-house as a going concern that the purchaser should obtain the benefit of the licence immediately upon the completion of the purchase. The whole practice on completion in such cases was described in *Day* v. *Lukes* (16 W. R. 717, L. R. 5 Eq. 336, see pp. 336-338), and *Claydon* v. *Green* (16 W. R. 1126, L. R. 3 C. P. 511, see pp. 512, 513). As to licences, it would appear to be the practice for the vendor at the time of completion to indorse the licences under which the business of a publican has been carried on upon the premises, unless the licences are in the name of some person other than the vendor, in which case they are handed over without indorsement. Application is thereupon made to the judicial authority for the authority's indorsement upon the magistrates' licence, pursuant to 5 & 6 Vict. c. 44, s. 1, to enable the purchaser to carry on business until the next special sessions, for which the purchaser has to wait before he can apply for the licence under 9 Geo. 4, c. 61, s. 14, which last-mentioned licence enables him to carry on business till the next general annual licensing meeting under the same Act. With regard to the first of these applications the authority must be satisfied as to the consent of the previous licensee, and, on ascertaining that there has been a valid *bond fide* transfer of the public-house and the business, and that the purchaser is in possession and is a proper person, ordinarily indorses the licence. The plaintiffs in *Tadcaster Tower Brewery Co.* v. *Wilson*, while under contract to buy a public-house, made the application under 5 & 6 Vict. c. 44, s. 1, which was refused, and thereupon claimed to rescind the contract. They claimed the right to do this on two grounds—first, that a provision of the contract giving them this right if the licence became "affected" came into operation upon the refusal of their application; and, secondly, that the vendors were bound absolutely to get for the purchasers the benefit of section 1 of 5 & 6 Vict. c. 44. On the first point Romer, J., pointing out the irregular way in which the application was made, held that the plaintiffs could not rely on the result as being something which "affected" the licence. The decision of the second point involved consideration of the general law applicable to a contract for sale of a licensed house, and the judgment contains a clear statement of his lordship's view on this important subject. "The vendor," he said, "may specially contract that the licence shall be renewed at the Brewster Sessions (*i.e.*, the general annual licensing meeting), or that he will obtain from the magistrates a transfer of the licence to the purchaser's nominee at the next special sessions, or interim authority for the nominee to use the licence between the date

fixed for completion and the next special sessions. But, in the absence of such special provisions, . . . the vendor does not take upon himself any of the above risks. All that he is bound to do is to have a valid and effectual licence existing at the date fixed for completion, which he can indorse in the usual way, and upon or in respect of which the purchaser could apply at once for interim protection and without undue delay under 9 Geo. 4, c. 61, s. 14, at the next special sessions. I think the vendor is not bound to do more, except that, if asked, he should join with the purchaser or authorize the purchaser to use his name in the application to the magistrates for the interim protection and transfer of licence." ROMER, J., considered that the cases did not support the plaintiffs or justify the statement in Dart's Vendors and Purchasers, 6th ed., vol. 1, p. 483, to the effect that if the vendor could not, by the day appointed for completion, procure a transfer of the licence, the purchaser might repudiate the contract. What the cases decided was, that upon the sale of a public-house as a going concern time was of the essence of the contract: see *Day* v. *Luhke* (*supra*) and *Claydon* v. *Green* (*supra*). On their second point also, therefore, the plaintiffs failed, and the action was dismissed and specific performance decreed on the defendants' counter-claim.

WHEN A COMPANY wants to alter its memorandum of association in any of the ways allowed by the Companies (Memorandum of Association) Act, 1890 (53 & 54 Vict. c. 62), it passes and confirms a special resolution to that effect, and submits the proposed alteration to the court on petition. Section 1, sub-section (5), provides that "the court may confirm, either wholly or in part, any such alteration." Suppose the court confirms the alteration in part, either by cutting something out or by the addition of limiting words, need a fresh special resolution be passed, or can the order confirming the alteration as amended go at once? We should have clearly thought that the latter view was correct. The company is represented by counsel, and if he on behalf of the company accepts the amendments, why should a fresh resolution be necessary? If the amendments are such as to nullify the alterations, he can, we presume, refuse to accept them, and go higher; and if he is ultimately unsuccessful he can still take no order, rather than accept an emasculated memorandum. There is practically an express decision to the effect by NORTH, J., in *Re Spiers & Pond* (*Limited*) (40 SOLICITORS' JOURNAL, 32; 1895, W. N. 135). However, in *Re Fleetwood Estate Co.* (NORTH, J., March 2) the ingenuity of one of the registrars discovered that KEKEWICH, J., in *Re National Boiler Insurance Co.* (*Limited*) (1892, 1 Ch. 306)—a case under a different sub-section, directed to a different object altogether—had sent the matter back for a fresh resolution. In that case KEKEWICH, J., had imposed conditions on the company under sub-section (3) compelling it to change its name and suspend the proposed alteration of the memorandum for a certain time. The registrar seems to have doubted whether this decision on sub-section (3) did not govern the construction of sub-section (5). The point was in consequence mentioned to the court. It seems needless to say that NORTH, J., followed *Re Spiers & Pond* (*Limited*), and did not consider that *Re National Boiler Insurance Co.* (*Limited*) was a decision to the contrary.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY AND THE LAND TRANSFER BILL.

THE observations on the Land Transfer Bill, issued by the Council of the Incorporated Law Society, which we printed last week, shew that the Council are at one with the provincial law societies as to the course which ought to be adopted with regard to the Bill. The Council "retain their strong objections to compulsion, on the grounds that if the system be as beneficial as its advocates suppose, it ought to be able to make its own way, and that landowners will not require force to make them adopt it if it prove really advantageous and economical." But this very obvious reasoning has failed to check the reforming zeal of Lord HALSBURY, and it is necessary to face the fact that compulsion to some extent is now to be anticipated. The only practicable course is to define the area within which compulsion is to be tried, and the Council recommend that steps should be taken to procure the amendment of the Bill with this object. The area, they say, should be fixed by the Bill, and consequently, before any extension of area was made, Parliament would have to be satisfied that such a step was desirable in the public interest. Certain recommendations which are made in the event of this point not being conceded we abstain from considering at present, for we hope that the action of the Council will be such as to make any alternative alteration of the Bill unnecessary.

We take it, then, that the position which has been assumed with practical unanimity is this. In principle, the objection to compulsion is as strong as ever. The convenience of the present system of conveyancing is known, and also the inconvenience of conveyancing by means of a Registry Office. To some extent the defects of the existing system of registration will be removed under the provisions of the Bill, and the Lord Chancellor has shewn a readiness to accept the amendments suggested in the course of the Parliamentary inquiry of 1895 which may not unreasonably be met by some concession. But this concession must not go to the length of putting it into the power of any authority other than Parliament to apply compulsion over the whole country. The cry for compulsory registration is due solely to the inexperience of those who raise it. Persons conversant with dealings in land know that registration will be a serious burden in whatever district it is tried; and though at the present juncture it may be expedient to assent to the trial being made, yet it must be upon such terms as to ensure that it is but a trial. It should be perfectly understood, then, that opposition to the Bill is only withdrawn upon the understanding that the area of compulsion is defined. To this we cannot see how there can be any objection. It is not to be supposed that the Lord Chancellor has introduced the Bill without determining beforehand in what district compulsion is first to be put in force, and the public ought to be informed what this district is. If it is suitable, it can be named in the Bill and clause 19 struck out. If it is not suitable, a district to which least objection can be taken should be selected by arrangement.

If the occasion were one for reviewing the general question of registration of title, great help would be afforded by the clearly-written pamphlet* in which Mr. E. K. BLYTH has criticized the recent report of the Assistant Registrar on the systems of registration in force in Germany and Austria. The defect of that report was that it was an *ex parte* statement obviously designed to facilitate the application of compulsory registration in this country. But Mr. BLYTH points out how in numerous ways the results on the Continent do not justify the roseate view which Mr. BRICKDALE took. The existence of mistakes in the register is by no means infrequent, and in some parts the registrars have a rough-and-ready way of revising their books which would not be tolerated here. Moreover, the attendances required at the registry give an opportunity for personation and fraud which renders the system far from secure. In addition there is the trouble in many cases of journeying to a neighbouring town, when with us the transaction would be completed in a local solicitor's office. Not the least important part of Mr. BLYTH's pamphlet is his estimate of the cost of a universal system of registration, which he puts at £2,500,000—an amount which would have to be paid either by landowners or out of the public purse.

But for the present it is useless to discuss the actual merits or demerits of registration of title. The controversy is narrowed to the short point whether the power of extending registration shall be left to the Privy Council, acting on the initiation of the Registry Office, or whether the experimental area shall be defined by the Bill. The Council of the Incorporated Law Society and the provincial law societies have decided that the latter is the course which must be adopted, and we trust that no effort will be spared to give effect to their decision. The Council have also expressed the opinion that Mr. WOLSTENHOLME's Bill should be at once introduced into the House of Lords. That the opportunity is suitable for a measure of this kind is by no means clear. As a substitute for the Land

* The German and Austrian Systems of Land Registry and their Application to England. By EDMUND KELL BLYTH. Stevens & Sons (Limited).

Transfer Bill it had an intelligible *raison d'être*, and ultimately, no doubt, it will become necessary further to simplify conveyancing by conferring greater power of alienation on the owner of the land for the time being. But seeing the manner in which the Land Transfer Bill is being pressed forward, it would be more useful for the Council to make sure of an effectual opposition to the compulsory clauses in their present shape than to engage in fresh legislation. There is yet time for Lord HALSBURY to make the desired concession in the House of Lords. But if not, steps must be taken for the Bill to be opposed in the House of Commons, and then its fate should not be uncertain.

SIR ARTHUR CHARLES.

THE resignation of Sir ARTHUR CHARLES is probably the greatest disaster that could at this moment have befallen the judicial bench. Not that he was by any means the most prominent figure, or perhaps the greatest lawyer. His modesty would always have prevented him from being the first, and at all events from appearing to be the second. But he had a rare combination of qualities of mind and character, which had already marked him out in general opinion for promotion to the Court of Appeal, and might well have carried him further. Confidence is a plant of slow growth, and from the day of his call to the bar down to that of his retirement from the bench the confidence of lawyers and litigants in him slowly and steadily grew. It was not uncommon to hear barristers on both sides of a difficult case expressing the fervent wish implied in the words "If we can only get before CHARLES!"

Yet at the commencement he had none of the brilliant qualities of manner, or eloquence or self-assertion, which attract success in the first instance. Learning he had, the most varied and the most sound, and it was both historical, theoretical, and practical. Shrewd good sense, too, he had, and knowledge of the world and of business, which is often absent from men of deep learning; and these qualities enabled him early to pick up practice of all sorts in spite of his learning and modesty, both of which helped to establish his reputation wherever he got a foothold. In addition to this, great firmness in the maintenance of his own opinions was combined with inexhaustible patience and courtesy and dignity in listening to the opinions of others, whether his leaders or juniors, or clients or opponents. He could appreciate the arguments on both sides of any question without "wobbling," and hold his own without vanity or irritation. This both-sidedness, supported by a clear and terse literary style, made him an excellent reporter, a position which he filled for some years in the Court of Exchequer in spite of increasing practice. Reporters in search of a model cannot do better than study the Exchequer Reports in the days when he and ANSTIE shared the court between them—both men of marked ability and collaborating on the same lines, a careful elimination of all that was irrelevant in cases or facts or arguments.

In the case of CHARLES there was never among his contemporaries the slightest doubt that he would make a first-rate judge; the only doubt was whether he would ever have the chance. He was cut out for a judge; but it was feared that his absence of eloquence and forensic manner and self-assertion might unfit him for passing successfully through the ordeal of a leader's practice, the gulf fixed between the most learned of juniors, who has no official connection, and the bench. But the doubt was unfounded. He took silk at an opportune moment, held his own by the weight of his authority, and, on the promotion of Sir ARTHUR COLLINS to India, became leader of the Western Circuit, of which he easily maintained the practical as well as the nominal headship. It was lucky for him too that during his period of silk there was a boom in ecclesiastical causes, which gave full scope to his historical learning and judgment without making undue demand upon those qualities in which he was less gifted—rhetoric and the trick of verdict-getting. This, and the leadership of his circuit, gave him the prominence which was necessary to enable him to command promotion to the bench.

Probably no man altered less than he by the change of position; and the reason is obvious: all his great qualities were those of a judge, even when he was at the bar. As Recorder of Bath he had some opportunities of shewing this. It was not his lot to fascinate or attract either the public or the profession by dramatic incidents, flashes of eloquence, or sallies of humour, which serve often to cover a multitude of failings. It may almost be said of him in his judicial capacity that he had no failings to cover. His knowledge of law was as extensive as it was sound: he was one of the few judges of the Queen's Bench Division who could be relied on to understand and enjoy an argument on the law of real property; and he was equally at home in criminal law, mercantile law, or ecclesiastical law. As an instance of real property law, we may refer to *The Bishop of Bangor* v. *Parry* (1891, 2 Q. B. 277), in which he decided that a lease by charity trustees for more than twenty-one years without the approval of the Charity Commissioners was void altogether, and not valid for twenty-one years. In criminal law we may refer to *R.* v. *Hall* (1891, 1 Q. B. 747), in which he quashed an indictment with seventeen counts on the ground that none of the offences alleged against an overseer under the Parliamentary Registration Act, 1843, were indictable misdemeanours; this is one of his longest judgments, and is an admirable statement of the general law upon the subject of statutory offences with statutory penalties excluding by implication the liability to indictment. In mercantile matters we may mention *Davis* v. *Howard* (24 Q. B. D. 691), in which he established the legality of a custom of the Stock Exchange for a broker to close the account of a customer if not put in funds to pay for differences before pay day; *Coltman* v. *Chamberlain* (25 Q. B. D. 328), a contest between mortgagees and execution creditors of a smackowner as to the equipment of the smack; the *Sovereign Life Assurance Co.* v. *Dodd* (1892, 1 Q. B. 405), a question of set-off between a mortgagor policy-holder and an insurance company in liquidation; and *Baumvoll Manufactur von Scheibler* v. *Gilchrest and Furness* (1891, 2 Q. B. 310), a curious contest on conflicting bills of lading and charter-party, his judgment in which was subsequently overruled by the Court of Appeal on one point, described by one of the Lords Justices as "a peculiar one, seldom, if ever, likely to occur again."

It is unnecessary to refer to instances of ecclesiastical law, for he was in all the great cases on the subject at the bar; but had few opportunities on the bench of exercising his unrivalled knowledge of the subject. In all his judgments, however, he shews the same frugality of words which marked him as a reporter. He goes straight to the point, and prunes off every embellishment. For this reference may be made to the early part of the volume 1894 1 Q. B., when he was sitting in a Divisional Court with WRIGHT, J., in a series of cases. No judgment exceeds two pages; most are less than one. He never wasted time; but he saved it, not by suppressing others, but by compressing himself, yet always clearly stating his grounds for drawing conclusions, even of fact. For he was quite free from the vanity which struggles against the possibility of a reversal on appeal, with the result that he was seldom reversed. Before him everyone was certain to be fairly heard, fairly and firmly dealt with, and fairly and promptly judged. An atmosphere of serenity and confidence seemed to pervade his court, which grew year by year, and must have carried him to very high honours but for his unfortunate illness: honours which he might have earlier reached but for his great modesty. Modesty, according to JOWETT, is not a virtue except in a young man, and Mr. Justice CHARLES perhaps carried it to the verge of a vice.

Time was when knighthood was the highest ambition of a gentleman or a lawyer; and it is possible that Sir ARTHUR CHARLES may be satisfied with the position which he has attained. But it will be a loss to his country if some higher distinction should not be conferred upon him, so that his great ability, learning, tact, and judgment may be utilized in a position where slight deafness is not an invincible difficulty. It has been suggested that the office of Dean of Arches would be appropriate, and no selection could probably be better. But, independently of any office of profit, his talents should be retained for his country by a seat on the Privy Council or some similar honour. Though even if he remain plain Sir ARTHUR CHARLES, the unanimous verdict of the legal profession will undoubtedly be that "he was a very perfect gentle knight."

LEGISLATION IN PROGRESS.

BILLS PASSED INTO LAW.—On the 29th ult. the Royal Assent was given to the Consolidated Fund (No. 1) Bill, the Army Annual Bill, the County of Dublin Surveyors Bill, and several private and Provisional Order Bills.

REVIEWS.

BOOKS RECEIVED.

Bullen and Leake's Precedents of Pleadings, with Notes and Rules Relating to Pleading. Fifth Edition. Revised and Adapted to the Present Practice in the Queen's Bench Division of the High Court of Justice. By THOMAS J. BULLEN, of the Inner Temple, Barrister-at-Law; CYRIL DODD, of the Inner Temple, one of her Majesty's Counsel; CHARLES WALTER CLIFFORD, of the Inner Temple, Barrister-at-Law. Stevens & Sons (Limited).

Hints on Advocacy, Conduct of Cases Civil and Criminal, Classes of Witnesses, and Suggestions for Cross-examining them, &c. By RICHARD HARRIS, one of her Majesty's Counsel. Eleventh Edition. Stevens & Sons (Limited).

Bills of Costs in the High Court of Justice and Court of Appeal, in the House of Lords and the Privy Council, with the Scales of Costs and Tables of Fees in use in the House of Lords and Commons relating to Private Bills; Election Petitions, Parliamentary and Municipal; Inquiries and Arbitration under the Lands Clauses Consolidation Act, and other Arbitrations; Proceedings in the Court of the Railway and Canal Commission, in the County Court, and the Mayor's Court; the Scales of Costs and Table of Fees in use in the Court of Passage, Liverpool; and Conveyancing Costs. With Orders and Rules as to Costs and Court Fees, and Notes and Decisions relating thereto. By HORACE MAXWELL JOHNSON, Barrister-at-Law. Stevens & Sons (Limited).

A New System of Book-Keeping for Solicitors, with Examples, Shewing at a Glance the Amount of Cash in hand Belonging to Clients and the Amount Belonging to the Business. By SYDNEY HODSOLL, Chartered Accountant (of the firm of Henry & Hodsoll, London and Gravesend). Gee & Co.

The Law of Friendly Societies and Industrial and Provident Societies. With the Acts, Observations thereon, Forms of Rules, &c., Reports of Leading Cases at Length, and a Copious Index. Thirteenth Edition. By EDWARD WILLIAM BRABROOK, F.S.A., Barrister-at-Law, Chief Registrar of Friendly Societies. Shaw & Sons.

A Tabular Reminder of the Death Duties which may arise in respect of the death of any person dying on or after the 1st of July, 1896, where such duties have not been previously commuted or compounded for. Compiled by ALFRED FELLOWS, Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE LAND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The Land Transfer Act, 1875, is 129 sections and 62 sub-sections long, and during the last twenty-two years several sections have been repealed and others altered so that the Act or the parts of it still in force are most difficult to understand.

The title of the new Bill is: "An Act . . . to amend the Land Transfer Act, 1875," and besides the alterations made in the Bill itself, it contains a schedule three pages long of repeals and "minor amendments" of the principal Act, thereby making it a case of confusion worse confounded to try and understand the two Acts when intermingled.

I am aware that in the report on the Bill of the Council of the Incorporated Law Society, U.K., the subject of consolidation of the Land Transfer Acts and the Conveyancing and Settled Land Acts is suggested, but as many of us are not likely to live to see the passing of such an Act, is that a sufficient reason why a consolidation of the two Land Transfer Acts, rather than an "amendment" of the Act of 1875, should not be pressed for now, leaving the possible general consolidation of real property statutes to a future generation?

I think the Council of the Society might strongly press this matter upon the attention of the Government when the Bill gets into the Commons, as I fear it is now too late to persuade the Lord Chancellor to alter the Bill in the Lords.

JOHN MILLER.

Bristol, March 30.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It seems not inappropriate to bring before the notice of the profession in England the mode of registering the titles to land in Scotland, in the hope that some hints may be derived from it for the guidance of the Lord Chancellor in the English Bill. The tendency of modern legislation has been to assimilate the law of the two countries where that has been possible without injury to either. Their land laws were at one time the same. They have diverged. Is it not worth while considering, if a change must be made, whether it should not be in the direction of convergence again? You say in a recent number of your journal, "The assistant registrar of the Land Registry Office has traversed Germany and Austria to discover how they carry on registration there, and we have his printed report that he found everything admirably arranged." I venture to say that if the assistant registrar had extended his inquiry to Scotland he would have found a system of registration there which has stood the test of time, and has proved itself capable of development and expansion to meet modern requirements.

In dealing with the land laws it is important to keep the history of the subject in mind. The Statute of Enrolments in 1535 was the beginning of the registration of titles to land in England. That was followed in Scotland in 1599 by the establishment of land registers throughout the kingdom. The system then introduced is the foundation of the present system in Scotland. Amendments have been made from time to time, and I venture to say that the present system is as nearly up to date as possible. The deeds themselves are sent to the registry and copied therein, and then returned to the senders. When it is not desired to register an entire deed, a clause of direction may be inserted stating the parts to be registered, or a notarial instrument may be used by way of a memorial. Preference of title or security is given according to the date of registration. The period of prescription of titles is nominally twenty years, but as this prescription does not extinguish securities over land, the general practice is to take a search for forty years, and to bring down this search from time to time as transactions occur. The cost of a search for forty years in all the registers, both property and personal, exclusive of copying fees, amounts to £4. The expense of bringing down the search is trifling. The search serves, to a certain extent, the purposes of a certificate of title. Sir Frederick Pollock says of this system (Land Laws, p. 167): "Registration of assurances is well known in every English-speaking country. It has been long in force in Ireland, in Scotland (*where the system acts to a great extent as a registration of title also*), and in several of the United States." Improvements on the system of searching are now under consideration. I may here quote a passage from a paper read by me before the Incorporated Law Society on the Land Transfer Bill of 1895 as applicable, with some small exceptions, to the provisions of the present Bill. "The merits and demerits of the Scottish system of registration of deeds may be summed up under the following heads: (1) Security of title upon the faith of the register, and immunity from fraud, under a system which has stood the test of 300 years. (2) Elasticity and adaptability to varying modern requirements, admitting to registration equally freeholds and long leaseholds, limited interests, undivided shares, restrictive covenants, mining rights, mortgages, and notices of transfer from the dead to the living, both by will and under intestacy. Boundaries are fully stated, and the most minute sub-divisions of land present no difficulty. On the other hand, registration of title, as proposed in the Bill, and indeed from its very nature, is inelastic, and admits of nothing except the registration of a limited number of persons as owners of the fee simple. It leaves boundaries vague. (3) Economy and despatch. The fees of registration are moderate, and could be further reduced without making any call on the exchequer. Searches are made with expedition and economy. On the other hand (*i.e.*, under the system of registration of titles) the registration of an absolute title is dilatory and expensive. The registration of a possessory title is of no great advantage, inasmuch as you must go on investigating the title for at least twenty years after the registration. (4) The minimum of officialism. The solicitor examines the title and search, prepares the deed of transfer, and sends it to the register. The scale fees of conveyance are moderate, being 1½ per cent. up to £500, and under 1 per cent. in larger transactions, where one solicitor acts for both parties. (5) A reasonable amount of privacy. The register is public, but no one thinks of searching it unless interested, and to do so he must have a description of the property. The deeds are sent back to the solicitor when recorded. If a deed is lost, an extract can be obtained from the register, which has statutory effect given to it, unless forgery is alleged. Deeds are freely lent by one solicitor to another. (6) Registration of deeds as practised in England is approved in the evidence of Mr. C. T. Saunders, of Birmingham, and of Mr. Middleton, of Leeds. It is practised with success in certain of the United States of America. According to Dr. Leech it does not give satisfaction in Ireland, mainly owing to the extravagant fees charged for making searches. The system, if properly and economically conducted, seems well adapted to the wants of a highly complicated state of society.

The success of the Torrens' system in new countries like Australia and New Zealand does not infer its success here. (7) Registration of title is open to the risk of future fraud, as shewn in the evidence of Mr. Wolstenholme and Mr. Lake. This does not apply to the registration of deeds. (8) On the other hand, the registration of deeds implies the abolition of equitable mortgages."

Seeing that you have in England the registers in Middlesex and in Yorkshire, and that these are founded on the historical foundation of the Statute of Enrolments, it seems to me that the safest ground for the profession in England to take is to stand out for an extension of that system as against the comparative novelty of registration of title. Lord Watson and Lord Shand are well able to explain to the House of Lords the advantages of the Scottish system, and as many of the Peers have landed estates in Scotland, they must be familiar with its advantages.

T. C. YOUNG.

Glasgow, March 25.

[At the present juncture the question of a register of assurances in England is not of practical importance, though our correspondent's account of the system in Scotland will be read with interest. His quotation of our remarks on the report of the assistant registrar of the Land Registry Office requires to be taken in connection with the context.—ED. *S.J.*]

LONDON AND COUNTY BANK v. GODDARD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with much interest your comments on the above case, but while recognizing as I do the unqualified character of the words of the section (and of the corresponding section of the Conveyancing Act, 1881), I have never been able to satisfy myself that they do more than vest in the new trustee such estate as had previously been vested in his predecessor. Anything further than this seems beyond the purview of sections 10 and 12, the general object of which is to make good the loss occasioned by the death, retirement, &c., of the old trustee, not to get in outstanding legal estates which were never vested in the original trustee, and which possibly may be affected by other equities. There are many instances in which the courts have given to the words of a statute a less extensive meaning than they are capable of bearing, where the restricted construction is large enough to attain the end apparently in view. What the section appears to me to contemplate is merely the enabling the appointor to accomplish by vesting declaration, "without any conveyance or assignment," what under the old law and practice would have been carried out by conveyance or assignment from the old trustee or his representatives. It can never have been intended to affect legal estates which may happen to be in the hands of parties in no way privy to the trust.

L. W. L.

March 27.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

EASTER VACATION, 1897.

Notice.

There will be no sitting in court during the Easter Vacation.

During Easter Vacation:—All applications which may require to be immediately or promptly heard are to be made to the Honourable Mr. Justice Cave.

Mr. Justice Cave will act as Vacation Judge from Thursday, April 15th, to Monday, April 26th, both days inclusive.

His lordship will sit in Queen's Bench Judges' Chambers on Thursday, April 22nd, at 11 a.m., for the disposal of urgent Queen's Bench summonses.

On other days, within the above period, applications in urgent matters may be made to his lordship by post or personally, in which latter case the applicant should proceed to Sutton by the London, Brighton, and South Coast Railway, and thence by cab to Woodmansterne.

In any case of great urgency, the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ and a certificate of writ issued must also be sent.

The papers sent to the judge will be returned to the registrar.

The retirement, after many years' service, is announced of Mr. Peter Paget, the Official Assignee, and Mr. J. C. Austin, two of the oldest officials of the London Bankruptcy Court. They were held in high esteem, not only for their personal qualities, but for the ability and assiduity with which they discharged the duties appertaining to their offices.

CASES OF THE WEEK.

Court of Appeal.

DODD v. CHURTON. No. 1. 19th March.

BUILDING CONTRACT, CONSTRUCTION OF—CLAUSE AS TO PENALTIES FOR DELAY—EXTRAS ORDERED BY ARCHITECT.

This was an appeal from the Divisional Court, where the judges, Wills and Wright, JJ., differed. The action was brought in the Whitchurch County Court by a builder against a building owner to recover the balance due under a building contract. The claim was admitted, but there was a counter-claim by the building owner for £50, as liquidated damages for delay in completing the work. By an agreement in writing dated the 24th of February, 1892, the plaintiff agreed to do certain building works for the defendant for the sum of £664, on the terms and conditions and subject to all the stipulations of an annexed specification which was made part of the agreement. The general conditions in the annexed specification provided *inter alia* as follows: Clause 1, "The whole of the works and any other works that may be ordered as additions to this contract are to be executed and completed in the best and most workmanlike manner and with the best materials . . . to the full spirit and intent of this contract, which is intended to comprise everything necessary to the perfect completion of the work. Every part of the works to be done to the satisfaction of the architects and their direction to be followed in every respect, and their opinion on all questions relating to the works or contract to be final and conclusive." Clause 4, "Any authority given by the architects for any alteration or addition in or to the works is not to vitiate the contract, but all additions, omissions, or variations made in carrying out the works for which a price may not have been previously agreed upon are to be measured and valued and certified for by the architects, and added to or deducted from the amount of the contract, as the case may be, according to the detailed schedule of prices on which the contract was formed." Clause 19, "The architects shall have the power to delay or suspend the works during unsuitable weather or for any other reasonable cause, but the works are to be recommenced after receiving due notice from the architects. The time lost by such delay to be added to the time allowed for completion." There was a similar condition as to strikes. Clause 23, ". . . Extra work, if any, will be paid for at the same rate. All materials delivered upon the premises are to be considered as the property of the owner, and are not to be removed again without the sanction of the architects." Clause 24, "The building to be ready for the roof timbers by the 1st day of May, 1892, and the whole of the works to be completed by the 1st day of June, 1892, under a penalty of £2 per week for every week that any part of the works remain unfinished after that date as liquidated damages." The building owner ordered extra works to the amount of £22 18s. 8d. The entire works were not completed until twenty-seven weeks after the time specified for the completion. The building owner allowed two weeks for the completion of the extra works ordered, and counter-claimed for £2 per week for twenty-five weeks as liquidated damages for the delay in completion. The county court judge held that by the building owner ordering extra works there was an absolute waiver on his part of the stipulation as to the payment of penalties for delay in completing, and he gave judgment for the plaintiff on the claim and counter-claim. On appeal to the Divisional Court the judges differed, and the judgment below stood.

THE COURT (Lord ESHER, M.R., LOPES and CHITTY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R.—This was an action by a builder, and it raised the point, often raised before, whether the building owner was entitled to recover certain penalties by way of liquidated damages from the builder on account of the works contracted for not having been finished by the specified time. Then there came the question whether the building owner, by reason of his having ordered certain extra works which were not provided for in the specification, could recover the penalties. It was contended that he could not. It was admitted that extra work was ordered, and that the carrying out of that extra work prevented the specified works from being completed within the specified time. It was also admitted that the building owner had, by the contract, the right to order the builder to do extra work. In Comyn's Digest the rule was laid down, and had been since then recognized, that if a building owner orders the builder to carry out extra works, which increase the time necessary for completion, he is thereby disabled from claiming penalties for non-completion within the specified time, for otherwise an unfair burden would be cast upon the builder. This rule was enforced in the case of *Holme* v. *Guppy* (3 M. & W. 387). Then came the case of *Westwood* v. *Secretary of State for India* (11 W. R. 261, 7 L. T. 736), where it was held that the fact that the builder had agreed that the building owner might order him to carry out extra works did not render the above rule inapplicable. Then came the case of *Jones* v. *St. John's College* (19 W. R. 276, L. R. 6 Q. B. 115), in which, after the agreement, another agreement was entered into, by which the builder agreed to do any extra works that might be ordered, and to complete the entire works within the time originally specified, and the judges held that if the builder was foolish enough to enter into such an agreement, he must take the consequences, even if it were impossible to complete within the time. In the present case, however, the only agreement is the original agreement, and the builder did not thereby undertake to do as the builder did in the *St. John's case*, and the present contract cannot be construed as was the contract in that case. The question here is, What has the builder undertaken to do? The rule this court adopts is that if a particular construction leads to what is unreasonable, it will not put such construction upon a contract. I cannot construe this con-

tract so as to bring the agreement within the *St. John's case*, but only so as to bring it within the *Westwood case*. Therefore, we hold that the building owner, although he was entitled by the contract to order extra works, yet by so doing, he has disabled himself from recovering penalties, and was therefore not entitled to bring this counter-claim. I adopt the judgment of Wills, J., and this appeal must therefore be dismissed.

Lopes, L.J.—I agree. The appeal must be dismissed.

Chitty, L.J.—I am of the same opinion as to the construction of this contract. The rule is that where one of the conditions of an agreement is rendered impossible of performance by the action of the grantee, that condition cannot be enforced. Here, by the ordering of the extras it was impossible for the builder to complete the entire works within the time specified. Of course, a man may enter into a contract as in the *St. John's case*, and this rule would then not be enforced. But this case is not similar to the *St. John's case*. The contract here is not vitiated, and must stand. Appeal dismissed.—Counsel, *H. E. Lloyd; Leehnis.* Solicitors, *Cunliffes & Davenport*, for *W. H. Churton*, Chester; *Rowcliffes, Rawle, & Co.*, for *A. E. Whittingham*, Nantwich.

[Reported by E. G. Stillwell, Barrister-at-Law.]

WHITE *v.* SOUTHEND HOTEL CO. (LIM.). No. 2. 23rd March.

Landlord and Tenant—Lease—Covenant by Lessee not to Buy Excisable Liquors Otherwise than from Lessor or His Successors—Assign of Lessee not Named—Assign Whether Bound—Proviso for Abatement of Rent on Observance of Covenant—Assign of Lessee Whether Entitled to Benefit of Proviso after Lessor has Assigned his Wine and Spirit Business.

This was an appeal from a decision of Kekewich, J., on an originating summons taken out by the plaintiffs as executors of Sir Thomas White, deceased, to have it determined whether the defendant company were entitled to the benefit of a proviso in a lease granted by Sir Thomas White in 1882, which provided for the reduction of the rent payable under the lease from £1,500 to £1,200 a year if the lessee should perform a covenant not to buy excisable liquors for his hotel otherwise than from or through the lessor (who was a wine merchant) or his successors. It was admitted, for the purposes of this case, that the defendant company had in fact observed the covenant. Kekewich, J., decided that, having done so, the defendant company, whether or not it was bound by the covenant, was entitled to the abatement. The plaintiffs appealed.

The Court (Lindley, A. L. Smith, and Rigby, L.JJ.) dismissed the appeal.

Lindley, L.J., said: This is a case of some little peculiarity, but I have come to the conclusion that the learned judge below was right, and I shall deal with the case in the same way as he has dealt with it in his judgment. There was a lease by Sir Thomas White, who was a wine and spirit merchant trading as White & Price. The lease was made to Mr. William Fuller, who is called the lessee, and is a lease of a certain hotel at the rent of £1,500 for a term of some thirty years, or at any rate for a time which has not yet expired. The lessee enters into various covenants to pay rent and to repair and paint, and also covenants that he will not at any time during the term convert the premises into a private house, or use them, or suffer them to be used, for any other purpose than a hotel, and will keep and conduct the same in a proper manner, and so as to afford no reasonable ground for refusing a licence. Then the lessee covenants with the lessor, his heirs and assigns, "that he, the lessee, shall not nor will during the term hereby granted buy, receive, sell, or dispose of, either directly or indirectly, nor suffer or permit to be bought, received, sold, or disposed of, either directly or indirectly, in, upon, out of, or about the said premises, or any part thereof, any foreign wines or any spirits, except gin, or other excisable liquors whatsoever, other than shall have been *bond fide* supplied by or through the lessor or his successors or successor, assigns or assign, provided the said person or persons shall be willing to supply the same of good and proper quality to the lessee at the fair current market price thereof." The object of that covenant is plain enough: indirectly to compel the lessee to get all his wines and spirits from the lessor or his successors. Sir Thomas White died in 1882, and in 1883 the plaintiffs, his executors, assigned the goodwill of his business to persons who are still carrying it on. The first question which appears to arise is whether the burden of this covenant runs with the tenant's interest under the lease; in short, whether it runs with the land, as distinguished from the reversion. We have now to deal with a claim for rent by the lessor's legal personal representatives, and the question is whether the burden of this covenant, which does not purport to bind the "assigns" of the lessee, does, notwithstanding the omission of the word "assigns," run with the tenant's interest. Such questions are always a little troublesome and a little difficult; but, having regard to the authorities to which our attention has been called, and especially to *Tatem* v. *Chaplin* (2 Henry Blackstone 133), *Clegg* v. *Hands* (38 W. R. 433, 44 Ch. D. 503), and *Fleetwood* v. *Hull* (37 W. R. 714, 23 Q. B. D. 35), it appears to me impossible to say that the assigns of the tenant are not bound by the covenant. I think this is clearly a covenant restraining the lessee and his assigns (though not named) from using any part of the property here designated in the manner which is forbidden. That is a covenant touching the land. That is plain, not only from what was said by this court in *Clegg* v. *Hands* (*ubi supra*), where we had a somewhat different problem to solve, but quite plain from the decision of Charles, J., in *Fleetwood* v. *Hull* (*ubi supra*). On these authorities it is clear that this covenant does touch the land, and that the defendants are bound by it. Of course the defendants are being sued, not by the purchasers of the spirit business—for the purchasers cannot maintain any action of the kind—but by the executors of the lessor, who are in no worse position than the lessor himself would have been. I do not see that there could be any answer to an action brought by the executors for a breach of this covenant. What the damages might be in such an action I do not know; but I do not think it follows that they would be merely nominal, because the covenant says that the liquors are to be supplied "by or through" the lessor or his successors, and it might be worth while for him or them to have the purchase made "through" them. But the amount of damages is immaterial. What is material is to see whether an action would not lie against the assign of the lessee for a breach of the covenant. If that is so, another clause of the lease becomes important. The lessee covenanted to pay the rent of £1,500, and then came this proviso: "Provided also, and it is hereby agreed and declared, that so long as the lessee shall well and truly observe the covenant lastly hereinbefore contained" (that is, the covenant not to buy, receive, sell, or dispose of wines or spirits other than those supplied by the lessor), "then the lessor will allow to the lessee an abatement of £75 from each quarterly payment of the rent hereinbefore reserved, but immediately upon any breach of the said covenant such abatement shall cease." That is not a provision for a set-off against rent: it is an offer of an abatement of rent. It appears to me it is a provision which enures for the benefit of the assign, just as the covenant binds the assign. Mr. Farwell made a point which seemed plausible, that the covenant is a personal covenant only. I do not think it is. He also said that there was now no covenant which the assign could observe. If the tenant, simply for his own convenience, happened to buy spirits of the person who had acquired the lessor's business, I should have grave doubts whether that would entitle the tenant to an abatement. But the whole difficulty disappears when you come to the conclusion that in such a case the tenant is still bound by the covenant. Then the proviso applies in actual terms, without any difficulty at all. What has happened is this. We are asked to say whether, inasmuch as the present tenants have bought their liquors from the assignees of the lessor's business, they are entitled to this abatement. I have come to the conclusion that they are, though they did not rest their case on the ground that they were bound by the covenant, but on the ground that they were entitled to the abatement, whether or not they were bound, if they had in fact bought of the lessor's successors. I am not inclined to go so far as that, but I think the learned judge's decision was correct.

A. L. Smith and Rigby, L.JJ., delivered judgment to the same effect, the latter remarking that he believed the real intention of the parties to the lease was that the rent should be £1,200 a year, and that the covenant to pay a rent of £1,500, with a proviso for abatement, was inserted to make more certain the observance of the terms as to purchasing wine and spirits.—Counsel, *Farwell*, Q.C., and *Lyttelton Chubb*; *Eve*, Q.C., and *Martelli*. Solicitors, *Hewitt & Chapman*; *Mossop & Rolfe*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

***Re* THE CORPORATION OF BRITISH INVESTORS (LIM.).** No. 2. 31st March.

Practice—Application for Stay of Execution Pending Appeal—Order for Security for Costs of Appeal—Non-compliance with Order for Security—Postponement of Application Until Security Given.

This was an application by Mr. Bernard Boaler in person for a stay of execution under an order of the 19th of February, 1897, pending an appeal from that order. Counsel for the company took the preliminary objection that this was an application in the appeal, and that an order made by the Court of Appeal on the 24th of March last (that the appellant give security for the costs of his appeal from the order of the 19th of February to the amount of £10) had not been complied with. He asked that, until such compliance, the present application should not be dealt with.

The Court (Lindley, A. L. Smith, and Rigby, L.JJ.) refused to hear the present application until security for costs had been given, and ordered it to stand over until the security had been given.—Counsel, *Macaskie*. Solicitors, *Beall & Co.*

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

***Re* CARTER AND KENDERDINE.** No. 2. 27th March.

Vendor and Purchaser — Voluntary Settlement — Protection of Purchaser—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 47.

Appeal of the vendors on a summons under the Vendor and Purchaser Act, 1874, from a decision of North, J. (noted *ante*, p. 274). The vendors of real estate derived title under a voluntary settlement executed by a prior owner in March, 1896. The purchaser objected that by reason of section 47 of the Bankruptcy Act, 1883, the vendors could not make a good title. Section 47 of the Bankruptcy Act is as follows: (1) "Any settlement of property not being a settlement made before and in consideration of marriage, or made in favour of a purchaser or encumbrancer in good faith and for valuable consideration, or a settlement made on or for the wife or children of the settlor of property which has accrued to the settlor after marriage in right of his wife, shall, if the settlor becomes bankrupt within two years after the date of the settlement, be void against the trustee in bankruptcy, and shall, if the settlor becomes bankrupt at any subsequent time within ten years after the date of the settlement, be void against the trustee in the bankruptcy, unless the parties claiming under the settlement can prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the property comprised in the settlement, and that the interest of the settlor in such property had passed to the trustee of such settlement on the execution thereof." (3) "'Settlement' shall for the purposes of this section include any conveyance or transfer of property."

North, J., held that in view of the conflicting decisions of *Re Briggs & Spicer* (39 W. R. 377; 1891, 2 Ch. 127), *Re Vansittart* (41 W. R. 286; 1893, 2 Q. B. 377), and *Re Brall* (41 W. R. 623; 1893, 2 Q. B. 381), the title was too doubtful to force on a purchaser, and the only thing he could do was to dismiss the summons.

The vendors appealed.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that the point was an extremely important one. [His lordship referred to the conflicting decisions, and continued:] The question turns upon the true construction of section 47 of the Bankruptcy Act, 1883. By clause 3 of that section "settlement" includes "any conveyance or transfer of property," and by section 168 "property" includes "money, goods, things in action, land, and every description of property, whether real or personal." Section 47 therefore hits a conveyance or transfer of any kind of property whatsoever. But upon looking at the section it is to be observed that it does not say that the settlement is to be void or anything of the kind, but only that it is to be void as against the trustee in bankruptcy, which is a totally different thing. Then the question arises—How can a settlement be void as against the trustee in bankruptcy until there is a trustee in bankruptcy? That brings in the question—From what time is the settlement to be void? The section says nothing about time, but having regard to the language of the section, and the nature of the transactions comprised in it, the true construction is that the settlement is not void until there is a trustee in bankruptcy. The consequences of the opposite construction are so startling as to shock one's good sense. If a father gives his son a horse or a sum of money, of course the father might become bankrupt within two years or within ten years. Can it be said that the son cannot give a good title to the horse or the sum of money during that period? The view which this court takes of the section has been taken, not only by Vaughan Williams, J., but also by the Divisional Court in *Re Holden* (36 W. R. 189, 20 Q. B. D. 43), where the trustees of a voluntary settlement which became void under this section were entitled as against the trustee in bankruptcy to a lien on the trust property for expenses properly incurred in the performance of their duties as trustees prior to the bankruptcy. The appeal must be allowed.

A. L. SMITH and RIGBY, L.JJ., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Cozens-Hardy*, Q.C., and *Borthwick*; *Eustace Smith*. SOLICITORS, *Miller, Smith, & Bell*; *Gerrish & Foster*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Re **E. J. WRAGG (LIM.).** No. 2. 26th Feb.; 2nd, 4th, 5th, and 19th March.

COMPANY—WINDING UP—ISSUE OF PAID-UP SHARES—REGISTERED CONTRACT—ISSUE AT UNDERVALUE—LIABILITY OF HOLDER—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was an appeal from a decision of Vaughan Williams, J. E. J. Wragg (Limited), a "private" company, was incorporated in 1894 to take over a cab proprietors' and livery stable keepers' business. The vendors of the business held practically the whole of the company's shares. The purchase-money was payable, as to part, by the allotment to the vendors of 2,000 fully paid shares of £10 each, and an agreement to that effect was duly filed with the Registrar of Joint-Stock Companies before the shares were issued. Afterwards, the company having been ordered to be wound up, the liquidator took out a summons seeking to make the vendors liable for a sum of about £11,000, on the ground that to that extent the consideration for the issue of the 2,000 shares was a sham. Vaughan Williams, J., dismissed the summons, and the liquidator appealed. The appeal was argued on the 26th of February, and on the 2nd, 4th, and 5th of March. Judgment was delivered on the 19th of March.

THE COURT (LINDLEY, A. L. SMITH, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that though it was contended that the shares could not properly be treated as fully paid-up, no attempt had been made to impeach or set aside the agreement. After the decision of the House of Lords in *Salomon* v. *Salomon & Co.* (45 W. R. 193; 1897, A. C. 22) the court could not, on the materials now before it, hold the agreement to be invalid. The grounds for the liquidator's application were that, as appeared from the books of the company, the stock-in-trade which, by clause 3 of the agreement was, in apportioning the purchase-money to be paid to the vendors, to be taken to be worth £27,300, was really worth only £15,375, and that of the difference, £11,000, part at least must be attributed to the 2,000 shares. He could not take that view of the contract. Even if the stock-in-trade was worth no more than about £15,000, still there was no agreement to buy it at that price and to issue shares for a larger amount. Clause 3 was plainly inserted only for stamp purposes. The law applicable to the case was as follows. The liability of a shareholder to pay to the company the amount of his shares was a statutory liability, and was a specialty debt (Companies Act, 1862, s. 16), and a short form of action was given for its recovery (section 70). But that debt might be discharged in any way which was open to a limited company and applicable to specialty debts. A limited company could not release a shareholder from his obligation without payment in money or money's worth. It could not give fully paid-up shares for nothing and preclude itself from requiring payment. Nor could it deprive itself of its right to future payment in cash by agreeing to accept future payment in some other way. It could not substitute an action for the breach of a special agreement for its statutory action for non-payment of calls. It followed that shares in limited companies could not be issued at a discount. The payment by a debtor to his creditor of a less sum than was due did not discharge the debt; and this technical doctrine had also been invoked in aid of the law which prevented the shares of a limited company being issued at a discount. But that technical doctrine, though often sufficient to decide a particular case, would not suffice as a basis for the wider rule or principle that a company could not effectually release a shareholder from his obligation to pay in money or money's worth the amount of his shares. It had never been decided that a limited company could not buy property or pay for services at any price it thought proper, paying for them in fully paid-up shares. Provided the company acted honestly and not colourably, and provided it had not been so imposed upon as to be entitled to be relieved from its bargain, it was settled by the cases that such an agreement was valid and binding on the company and its creditors. The Legislature had, in 1867, recognized that as being the law, but had required that to make such agreements binding they should be registered before the shares were issued. There was no decision opposed to that statement of the law. The value given to the company was to be measured by the price at which the company agreed to buy what it thought it worth its while to acquire. The law was settled, and if it was to be altered the decisions which settled it must be declared wrong by the House of Lords, or an Act of Parliament must be passed. The appeal must therefore be dismissed with costs.

A. L. SMITH and RIGBY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Sir Robert Finlay*, S.G., *Buckley*, Q.C., and *Ingle Joyce*; *Herbert Reed*, Q.C., and *Ward Coldridge*; *Eve*, Q.C., and *A. H. Carrington*. SOLICITORS, *Solicitors to the Board of Trade*; *Young & Sons*; *Colyer & Colyer*; *A. B. Greville*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

AERATED BREAD CO. *v.* SHEPHERD. North, J. 23rd March.

LONDON BUILDING ACT, 1894 (57 & 58 VICT. c. CCXIII.), s. 64, SUB-SECTION (18)—PARTY WALL—NEW BRICKWORK.

In this action the question arose whether the defendant, in building against a party wall, had complied with the provisions of the London Building Act, 1894, s. 64, sub-section (18). A party wall from fourteen to eighteen inches thick was built in 1892. Three years later the defendants, chimneys were built against the party wall, which formed the back of the flues. The other sides were of new brickwork. Section 64, sub-section (18), of the London Building Act, 1894, provides that "a flue shall not be built in or against any party structure unless it be surrounded with new brickwork at least four inches in thickness, properly bonded." The plaintiff contended that brickwork three years' old was not new brickwork within the meaning of the Act. For the defendant it was said that the section was only meant to prevent the use of perished bricks or unsound mortar at the back of the flue, and that the party wall was new brickwork within the meaning of the section.

NORTH, J., said that he could not accept this construction of the enactment, and held that the defendant had not complied with the Act, which, in his opinion, required the brickwork to be new at the time of the construction of the flues, even if the work was passed by the district surveyor. Under the circumstances, however, his lordship did not consider it necessary to grant a mandatory injunction.—COUNSEL, *Swinfen Eady*, Q.C., and *W. F. Hamilton*; *Cozens-Hardy*, Q.C., and *Ingle Joyce*. SOLICITORS, *Wilson, Bristows, & Carpmael*; *Stones, Morris, & Stone*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

LEWIS *v.* POWELL. Stirling, J. 7th and 20th March.

PRACTICE—DISCOVERY—PRODUCTION OF DOCUMENTS—DOCUMENTS IN POSSESSION OF FORMER SOLICITOR—SOLICITOR'S LIEN—DISPUTE AS TO BILLS OF COSTS.

This was a summons by the defendant to compel production of documents, and was resisted by the plaintiff on the ground that the documents were in the possession of former solicitors of his, and were subject to their lien for a bill of costs which he disputed. On the 1st of January, 1897, the plaintiff filed an affidavit of documents, and stated that certain documents specified in the schedule thereto were in the possession of his former solicitors. On the present summons being taken out for a further and better affidavit of documents and for discovery, the plaintiff, on the 26th of February, filed a second affidavit to the effect that he had applied to the solicitors for the documents, but his application had been refused. In paragraph 6 of this affidavit he stated that he was unwilling to discharge the lien of the solicitors, as he believed that he had a good claim against them for negligence in the conduct of his business, which claim could be more easily dealt with in an action for negligence after the hearing of the present action. He accordingly declined to take any further steps to recover possession of the documents in question.

STIRLING, J.—The question is, How far the lien of the plaintiff's former solicitors precludes the court from making an order for production in the usual form? In *Ex parte Shaw* (Jac. 270), which was approved by Turner, L.J., in *Goodchap* v. *Weaving* (16 Jur. 586), it is laid down that on a motion for production of papers an order will be made on a party to produce them, and if they are in the hands of his solicitor and cannot be produced without payment of the bill of costs, the bill must be paid. Cases, however, have arisen from time to time as to how far the court will go in compelling the production of documents in the possession of a former solicitor who insists on his lien. On this point the cases of *Rodick* v. *Gandell* (10 Beav. 270) and *Vale* v. *Oppert* (23 W. R. 780, L. R. 10 Ch. 340) shew that the mere fact that documents are in the possession of a former solicitor who claims a lien upon them is not an answer to an application

in the usual mode for discovery. But to prevent oppression the court will give leave to apply, and formerly a condition was imposed that attachmen should not be issued without leave of the court. That portion of the order is now unnecessary, as under the Rules of the Supreme Court a writ of attachment cannot be issued without leave of the court. Now, in this case the plaintiff disputes the bill of costs, and says he has a good claim for negligence against the solicitors. Ought that to be allowed as an answer to an ordinary claim for production? It is said that the rule of the court in the former cases is based upon the theory that it is desirable to discourage collusion between a solicitor and his client for the purpose of defeating discovery, and does not apply to a case where the client disputes the bill of costs. I must point out that nothing is more common than for a client who has quarrelled with and left his solicitor to be dissatisfied with the mode in which the solicitor has conducted his business. If I were to accept that as an answer, it would be resorted to in almost every case where there had been a change of solicitors, and the court would have to consider whether an action for negligence would be likely to succeed or not. But the true test is whether the person called on for production has done his best to get possession of the documents claimed by his solicitor. The court can judge that question; it has not the means of judging whether an action against the solicitor will succeed or not. Therefore I think that the mere statement by the client that he has a claim on the ground of negligence against the solicitor ought not to be accepted as relieving him from his obligation. The court, however, will of course give liberty to apply in order to provide for the contingency of there being difficulty in obtaining the documents. On the hearing of the case I directed it to stand over for a fortnight with a view to ascertaining what position the plaintiff's former solicitors took up. An application has been made to the solicitors and it appears that they desire to adhere to their legal position till their lien is discharged. I cannot blame them for that; it is not my duty to say what can be done by the plaintiff to enable production to be obtained. But at all events it does not appear to me perfectly impossible for the plaintiff to obtain possession of the documents in question. I think, therefore, that the order modified as I have mentioned ought to go.—Counsel, *Grosvenor Woods*, Q.C., and *Lacy Smith; Graham Hastings*, Q.C., and *E. Ford*. Solicitors, *Woodham Smith; Hanbury, Whitting, & Nicholson*.

[Reported by J. L. Stirling, Barrister-at-Law.]

THE SALT UNION (LIM.) AND THE DROITWICH SALT CO. (LIM.) *v.* J. HARVEY & CO. Kekewich, J. 18th March.

Local Government — "Street" — Urban Authority — Vesting of "Street" in Urban Authority—Public Health Act, 1875 (38 & 39 Vict. c. 55) s. 149.

This was an action brought by the directors of the plaintiff company, owners of salt works at Droitwich, for an injunction to restrain the defendants, the owners of other salt works at Droitwich, from laying down or permitting to remain laid down, lines of pipes for conveying water or brine beneath certain streets in Droitwich on the ground—as to certain places, that the plaintiffs were owners of property on both sides of the street, and as such claimed to be entitled as owners to the soil beneath the streets; and as to other places, where the plaintiffs owned property on one side of the street only, that as such owners they were entitled to the soil of the road up to the centre. The defendants contended that they had the right to lay and maintain the pipes in question on the following grounds:—(1) That under the Public Health Act of 1875, section 149, the soil of the road was vested in the corporation as the urban sanitary authority, and that the pipes had been laid under the licence of the corporation; and, moreover, the pipes were nowhere laid below the made ground, but in all cases were laid in the macadam of the roadway itself; (2) that if the soil of the roadway was not vested in the corporation by virtue of the Public Health Act, it was so vested in them by a charter granted by King John, by which all soil of the roads and highways was granted to them; and this charter was subsequently confirmed by a charter of James I.; (3) that there was an immemorial custom by which pipes to lead brine were allowed to be laid through the streets; and (4) that the plaintiffs were barred from obtaining any remedy owing to their own *laches*. The plaintiffs, on the other hand, contended that the Public Health Act did not so vest the soil of the street in the corporation as to enable them to grant a licence for the laying and maintaining a line of pipes for commercial purposes; that Droitwich was not a Royal Borough; and that Doomsday Book shewed that property in only part of the town, not necessarily including the streets, was in King John, who only granted what he had in the borough to grant; that there was no such "immemorial custom" as alleged by the defendants; that while several of the Highway Acts for Worcestershire—*e.g.*, 12 Anne and 8 Geo. 3—recognised the fact that people who had salt works had pipes through the highways through which brine or water passed, they did not give the highway authorities any right of property in the land or grant to use pipes; and as to the contention of the defendants that the plaintiffs were barred by their *laches*, it was true that on a prior occasion pipes were laid to brine pits through the streets, and the plaintiffs did not interfere, but the reason of that was because they knew, as afterwards proved to be the fact, that there was no brine in the particular pits to which the pipes were laid, and consequently the pipes were useless. The defendants had, with the licence of the corporation, broken up the streets and laid down their pipes at a depth of about eighteen inches in trenches in the made ground of the roadway, and had then covered them in and restored the surface of the road. All the pipes in question had been completely laid, and were to be used for commercial purposes. The cases cited were: *Coverdale* v. *Charlton* (27 W. R. 257, 4 Q. B. D. 104), *Rolls* v. *Vestry of St. George the Martyr, Southwark* (28 W. R. 867, 14 Ch. D. 785), *Wandsworth Board of Works* v. *United Telephone Co.* (32 W. R. 776, 13 Q. B. D. 904), *Tunbridge Wells, &c.*, v. *Baird* (1896, A. C. 434, 44 W. R. Dig. 96), *Mayor of Preston* v. *Fulwood Local Board* (34 W. R. 197), *Goodson* v. *Richardson* (22 W. R. 337, L. R. 9 Ch. 221), and *Attorney-General* v. *Parker* (3 Atk. 576). Section 149 of the Public Health Act, 1875 (38 & 39 Vict. c. 55), provides that "all streets being or which at any time become highways repairable by the inhabitants at large within any urban district, and the pavements, stones, and other materials thereof, and all building implements and other things provided for the purposes thereof, shall vest in and be under the control of the urban authority," and it further provides that the "urban authority may from time to time cause the soil of any street to be raised, lowered, or altered as they may think fit." By section 4 of the same Act "street" is defined as including "any highway (not being a turnpike road) and any public bridge (not being a county bridge), and any road, lane, footway, square, court, alley, or passage, whether a public thoroughfare or not." By the Charter of King John, dated the 1st of August of the 17th year of his reign, as translated in Nash's History of Worcestershire, the king "granted and confirmed to the burgesses of the aforesaid town of Wich whatever we possess in that town, together with the salt and salt works and all things thereto appertaining, and other liberties, for a hundred pounds sterling to be paid to us annually . . . to have and to hold of us and our heirs to themselves and their heirs for ever." The acts of ownership exercised by the Corporation consisted of the granting of various leases by the Corporation to private individuals—*e.g.*, a lease for 1,000 years at a peppercorn rent of "full right to lay pipes and conduits through the streets" was granted to the parties therein mentioned.

Kekewich, J., said that he must hold that a presumption of law existed in favour of the plaintiffs' title, though doubts had been expressed, in one case at any rate, whether such presumption applied to urban property. In what way, then, had the defendants attempted to rebut this presumption? First, with reference to King John's charter; that charter granted "*illam villam*" of "*Wich*" "*quidquid scilicet habemus in eadem villa*," that was to say, all the property that was vested in the Crown in that town. It was not indeed argued that the charter could safely be relied on as conveying the whole "*vill*." Domesday Book shewed that at that time the whole vill did not belong to the king, and there was nothing to shew that any particular street vested in the Crown. But it was contended that subsequent acts of ownership shewed that the corporation possessed the streets. The alleged acts of ownership were, however, few and far between, and had, moreover, not been brought home to the knowledge of the plaintiffs. They could not, therefore, be safely relied on, in the absence of proof of property in the king at the date of the charter, as rebutting the presumption in favour of the plaintiffs. Then the defendants contended that, by section 149 of the Public Health Act, 1875, the streets were vested in the corporation, and that they were in turn licensees of the corporation. His lordship then read the section and said that the difficulties in construing it were many and great, as was evident from the many judgments in *Coverdale* v. *Charlton*, to say nothing of the case of *The Mayor of Tunbridge Wells* v. *Baird* in the House of Lords. It was not easy to understand what exactly was the conclusion arrived at in the former case, but for the present purpose the judgments in the latter case were sufficient. Halsbury, L.C., after quoting the section, said (1896, App. Cas. 437): "It is intelligible enough that Parliament should have vested the street *qud* street, and, indeed, so much of the actual soil of the street as might be necessary for the purpose of preserving and maintaining and using it as a street." He must have thought that that was the right construction of the section, though he did not say so in so many words, but only said that it was "intelligible." Lord Herschell said: "It seems to me that the vesting in the street vests in the urban authority such property, and such property only, as is necessary for the control, protection, and maintenance of the street as a highway for public use"; and Lord Macnaghten said: "I think the meaning of section 149 of the Public Health Act, 1875, is to give the urban sanitary authority the control and management of streets coming within the description therein contained, and such statutory right in the nature of a right of property as may be sufficient to authorize them to sue and be sued as occasion may require in the course of such control and management." Both the last-named learned lords must, in delivering their judgments, have had the words of Halsbury, L.C., in their minds, and therefore what the House of Lords had determined was that this vesting "in the nature of a right of property," to use Lord Macnaghten's expression, extended not only to the "streets," whatever that might mean, but also to the "pavement stones and other materials," &c., exactly in the same way, and that, consequently, the only property the urban authority had in them was the "property" referred to by the learned lords, and there was no vesting of property in the sense in which the word "vest" was ordinarily used in reference to lands—*e.g.*, in a conveyance from one owner to another. That being so the depth at which the pipes were laid was immaterial, nor was there any need to consider how far the right went. It might be that it extended to gas and water pipes and even to wires for telegraphs and electric lighting as forming part of the adjuncts of a modern street; but it could not be that pipes used for trading purposes by traders—*e.g.*, for conveying brine, should be considered part of the street under the control of and vested in the urban authority. Consequently the defendants failed to shew a title in the corporation through whom they claimed. The plaintiffs had a presumption of ownership "*usque ad medium filum viæ*" where they had property on one side of the street, and of ownership of the whole soil of the street where they had property on both sides. There must therefore be a declaration that the defendants were not entitled to lay pipes under the streets for the conveyance of brine or water from their salt springs, and an injunction to restrain them from laying any such pipes or permitting to remain those already laid. The injunction to be suspended until the 31st of October.—Counsel,

Warmington, Q.C.; *Renshaw*, Q.C., and *R. E. Moore*; *Haldane*, Q.C.; *Warrington*, Q.C., and *A. Adams*. Solicitors, *Ashurst, Morris, Crisp, & Co.*; *Chester & Co.*, for *Ivens & Morton*, Kidderminster.

[Reported by C. C. Henkley, Barrister-at-Law.]

Re **BATTAMS AND HUTCHINSON** (Solicitors). Kekewich, J. 19th March.

Solicitor and Client—Taxation—Joint Application of Mortgagee Solicitor and His Bankrupt Client—Submission of Solicitor to Pay.

Motion. The facts of this case were as follows: On the 30th of October, 1896, Mr. Alexander de Schwertchkoff took out a summons against his former solicitors, Messrs. Battams & Hutchinson, for delivery within seven days of certain bills of costs, a cash account, and for taxation. At the time a receiving order had been made against Schwertchkoff, but he had not yet been adjudicated a bankrupt. Mr. Schwertchkoff's present solicitor, Mr. Harker, claimed to have a charge on the balance coming due to his client on the taxation. In the circumstances, the court required Mr. Harker to join in the application then before the court, and made an order upon the summons for delivery of the bills of costs and cash account, and directed the rest of the summons to stand over, with liberty to apply. Certain bills of costs and a cash account were delivered in pursuance of this order, but, being considered insufficient, the applicants, Mr. Schwertchkoff and Mr. Harker, moved on the 19th of February, 1897, for an order directing the respondents to deliver within four days proper bills of costs and disbursements, and a cash account. All the bills were, by order made upon that motion, referred to taxation, the costs being reserved. During these proceedings Mr. Schwertchkoff was adjudicated bankrupt. In drawing up the order upon the motion the registrar inserted the usual submission to pay by both applicants—viz., Mr. Schwertchkoff and Mr. Harker. Mr. Schwertchkoff consented, but Mr. Harker objected, to make the submission. The respondents required that the order for taxation should go upon a submission to pay by both parties (*i.e.*, the original applicant and his solicitor), and they objected to allow the order to go for taxation of the bills upon the submission to pay of Mr. Schwertchkoff alone, he being at the time a bankrupt. Mr. Harker now moved to vary the minutes of the order, and to be relieved from the submission to pay.

Kekewich, J.—The question which I have to decide is whether the order can go on the submission of one, or whether it must not be on the submission of both applicants. It is the established practice that the order for taxation on the application of a client is never made without the submission of the client to pay. That, of course, rests upon the relation of solicitor and client. It has been argued in the present case that the assignee of what is due on the taxation is under no liability to submit. In my opinion, however, as I have said, the submission arises out of the relation of solicitor and client, and is evoked from it, and therefore the person who makes the application, if he be entitled to make it at all, and whether he be client or assignee, must also submit to pay. He cannot have it both ways; if he is entitled to the order he must take it in the proper form. If he takes it, it must be by submitting to pay. If he does not submit he cannot take the order, and this motion fails, because he has not complied with the order of the court. I understand that in this case Mr. Harker is now willing to join in the submission to pay, and the order will therefore go in this form.—Counsel, *Eustace Smith*; *Stephen Lynch*. Solicitors, *Edward Swain*; *John Battams*, for *Battams & Hutchinson*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

THE TADCASTER TOWER BREWERY CO. *v.* WILSON AND OTHERS. Romer, J. 16th March.

Vendor and Purchaser—Specific Performance—Agreement for Sale of Public-house—Option to Determine if "Licence Indorsed or Otherwise Affected" before Completion—Refusal of Application by Purchaser for Temporary Authority to Carry on Business.

Action. By an agreement in writing dated the 31st of December, 1895, the defendants agreed to sell, and the plaintiffs to purchase, a freehold house and shop with the off beer licence held by one of the defendants attached thereto, being 28, Chapel-street, Ecclesbill, together with two cottages, for the price of £725, the day of completion of the purchase being the 22nd of January, 1896, and it was agreed (clause 9) that if the licence or magistrates' certificate in respect of the said house and shop should be indorsed or otherwise affected prior to the completion the said agreement should, at the option of the plaintiffs, be at an end. The plaintiffs postponed completion. The plaintiffs stated that on the 23rd of January, 1896, an application was made to the magistrates for a temporary authority to carry on the business at the premises in question until the next transfer day, and that the application was adjourned and refused on the 27th of January, 1896. In these cotrumstances the plaintiffs claimed to have the agreement set aside and the deposit money returned. The defendants stated that upon payment of the purchase money they were willing to do everything that was usual to enable the plaintiffs to apply for the transfer of the licence or magistrates' certificate to the plaintiffs or their nominee, and also that the application made to the magistrates was made without the consent of or notice to the defendants, and before the plaintiffs were in a position to make the same, and they stated that such application was for a temporary authority under section 1 of 5 & 6 Vict. c. 44 in favour of a stronger, and that the licence or certificate was not capable of being transferred except at a special sessions under section 14 of 9 Geo. 4, c. 61. The defendants counter-claimed for specific performance. The following authorities were referred to in argument—viz., *Day* v. *Lubke* (16 W. R. 717, L. R. 5 Eq. 336), *Clayton* v. *Green* (16 W. R. 1126, L. R. 3 C. P. 511), *Cowles* v. *Gale* (20 W. R. 70, L. R. 7 Ch. 12), and Dart's Vendors and Purchasers, 6th ed., Vol. I., p. 483.

Romer, J., said that the plaintiffs had no right to rely on the result of the application to the magistrates as being something which affected the licence within the clause in the agreement. The licence to that day remained perfectly clean. His lordship saw no reason for supposing that the magistrates would have refused the application, which was made in an irregular way, if it had been made in the ordinary way under section 1 of the Act 5 & 6 Vict. c. 44, upon or immediately after completion, when the applicants could have made it clear that the application was merely for *interim* protection until the next transfer day. But in any case the licence could not be said to be affected within the meaning of the agreement by what passed. The plaintiffs' next position was that under the contract the obligation rested on the vendors of procuring temporary authority for the business to be carried on until the next transfer day. No such obligation rested on the vendors. The purchasers knew at the date of the contract that the licence was not like property of the ordinary kind, the full advantage of which could be assigned to them by the vendors without any other steps being taken. The vendor of a licensed house might specially contract that the licence should be renewed at the brewster sessions, or that he would obtain from the magistrates a transfer at the next special sessions or *interim* authority to use the licence. But in the absence of such special provisions (and there were none in that case) the vendor did not take upon himself any of the above risks. All that he was bound to do was to have a valid and effectual licence existing at the date fixed for completion, upon or in respect of which the purchaser could apply at once for *interim* protection, and without undue delay under section 11 of the Act 9 Geo. 4, c. 61 at the next special sessions. Further, the vendor, if asked, should join with the purchaser or authorize the purchaser to use his name in the application for *interim* protection and transfer of the licence. His lordship could not see on principle why he should hold that there was anything in the nature of a warranty by the vendors of *interim* protection, or any obligation on them beyond what had been pointed out. The statement referred to in Dart's Vendors and Purchasers was too wide. What the cases decided was that, upon the sale of a public-house as a going concern, time was of the essence of the contract. The action must be dismissed, and specific performance decreed on the counter-claim.—Counsel, *Farwell*, Q.C., and *Butcher*; *Neville*, Q.C., and *R. J. Parker*. Solicitors, *Bunnet & Co.*, for *Leeman, Wilkinson, & Badger*, York; *Clarke & Blundell*, for *Joseph Richardson*, York.

[Reported by J. F. Waley, Barrister-at-Law.]

Re **THE DUKE OF MARLBOROUGH AND THE GOVERNORS OF QUEEN ANNE'S BOUNTY.** Romer, J. 19th March.

Settled Land Act—Sale of Heirlooms and Investment in Land—Liability to Charges—Settled Land Act, 1882, s. 24, sub-sections (2) (5); s. 37.

Summons. By a settlement in 1866 the Blenheim Estates other than those permanently settled by Act of Parliament were resettled after the death of the seventh Duke of Marlborough, subject to a jointure payable to his wife in strict settlement on the late duke and his sons. By the settlement certain pictures were settled on the usual trusts as heirlooms. The settlement contained a power for the late duke to charge the settled estates with a jointure in favour of any woman whom he might marry, and with portions for his younger children. In 1884 several of these pictures were sold under the authority of the court, and in 1885 the trustees to whom the sale money had been paid invested a portion of it in buying two freehold houses, 97 and 98, Leadenhall-street, which were conveyed unto and to the use of the trustees in fee simple upon the trusts and subject to the provisoes, provisions, agreements, and declaration contained in the settlement of 1866, upon, with, and subject to which the same ought to be held as proceeds of the trust moneys under the Act. The late Duke of Marlborough was married twice, and on the occasion of the first marriage charged the said estate with a jointure to be payable to his wife after his death, and with portions for younger children, and on his second marriage also executed a deed purporting to charge the said estate with a jointure for his second wife. The present Duke of Marlborough, shortly after coming of age in 1892, barred the entail in the said settled estates and the premises purchased with the proceeds of sale of the pictures, and these were subsequently conveyed to him in fee simple. He had recently contracted to sell the premises, 97, 98, Leadenhall-street, to the Governors of Queen Anne's Bounty, and the chief point raised by the summons was whether the family charges affected in equity or otherwise property purchased with the proceeds of sale of the said pictures.

Romer, J.—The heirlooms when they were sold under the provisions of section 37 of the Settled Land Act, 1882, were not subjected to the charges that the settled land was subject to; nor, admittedly, were the proceeds arising from their sale before being invested in the purchase of lands which were conveyed to the trustees of the settlement of 1866. There was nothing in the conveyance itself to subject the lands thus purchased to the charges in question. In his lordship's opinion it would be an extraordinary thing and a result not intended by the Legislature if he were to hold that when heirlooms that before any sale had not been subject to charges were sold and the proceeds invested in land, the land so purchased must *ipso facto* from the purchase, whether it was desired or not, be subject to the charges to which the purchase-money had not been subject. It seemed the more absurd when section 24, sub-section (5), was considered, which in effect provided that, where there were two estates settled to the same uses and the same trusts, but the one subject to and the other free from charges, and the free estate was sold and the proceeds

invested in the purchase of other land, that land need not be settled so as to be subject to the charges affecting the charged estate. It could not be intended that if heirlooms similarly free from charges were sold the land purchased with the proceeds should be subject to the charges affecting other land in the settlement. Section 24 determined upon what trusts and to what uses the purchased land was to be conveyed, and the words in sub-section (2), "or as near thereto as circumstances permit," in reference to the limitations of the settlement, seemed to be saving words to suit such a case. In his lordship's opinion, therefore, there was nothing in section 24 nor in any part of the Act which would compel him to say that the purchased land must be settled so as to make it subject to the charges affecting the settled land. Taking another view of the case, which his lordship adopted from the judgment of Lopes, L.J., in *Re The Duke of Marlborough's Settlement* (34 W. R. 377, 32 Ch. D. 1), on the true construction of section 37 it would seem that heirlooms were to be treated as land. On this construction section 24, sub-section (5), could consistently be brought to apply to the case before him, because, regarding the lands settled and the heirlooms as being land constituting the whole of the settled land within the meaning of sub-section (5), it would follow that, having sold the heirlooms thus regarded as settled land, the land purchased with the proceeds would be lands acquired by purchase with moneys arising from the sale of land which was not before the sale subject to the charges, and under the provisions of that sub-section the land thus purchased would not be so subject. On both grounds, therefore, in his lordship's opinion, the land was not subjected and was not bound to be held subjected to the charges affecting the other settled land.—COUNSEL, *Levett*, Q.C., and *W. C. Druce; W. B. Capron*. SOLICITORS, *Milward & Co.*, for *Milward & Co.*, Birmingham; *Solicitor of Queen Anne's Bounty*.

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

High Court—Queen's Bench Division.

WILLIAMS AND ANOTHER *v.* MAYOR AND CORPORATION OF MANCHESTER. 18th March.

LOCAL GOVERNMENT—MUNICIPAL COUNCILS—COMMITTEE—APPROVAL BY COUNCIL OF ACTS OF COMMITTEE—RIGHT OF BURGESS TO INSPECT SUCH MINUTES OF PROCEEDINGS OF COMMITTEE AS ARE ACTUALLY PRESENTED TO COUNCIL—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 233.

Special case stated by consent for the opinion of the Divisional Court. By section 233 of the Municipal Corporations Act, 1882, a burgess of a city or borough has the right to inspect minutes of proceedings of the municipal council. The burgesses of Manchester, being dissatisfied that the minutes of the council did not disclose particulars of the minutes of committees, which were entered merely as "having been read and approved," desired a declaration from the court that the above section of the Muncipal Corporations Act gave them a right under those circumstances of inspecting also the minutes of committees in order that a burgess might be able to ascertain what the proceedings of the committees, as approved by the council, really were. The section provides that "(1) the minutes of proceedings of the council shall be open to the inspection of a burgess on payment of a fee of 1s., and a burgess may make a copy thereof or take an extract therefrom; (2) a burgess may make a copy of or take an extract from an order of council for the payment of money." The corporation in exercise of the powers given them by clause B of Schedule II. of the Act, and by the powers given them in various local Acts, made several standing orders for the management of the business of the council, and from time to time appointed a large number of committees to carry out the work of the corporation. Among these orders were the following: XI. (1) "An 'epitome' of minutes of the several committees of the council shall be prepared each month . . . and be submitted to the chairman of each committee prior to its being sent to the council." A full account of the proceedings of the committee was also recorded in books which were submitted for the approval of the council, and those acts of the committees which were approved by the council were not specially recorded in the minutes, but were approved by reference to the minutes of the several committees, and could be ascertained only by inspection of the minutes of the committee in question. The plaintiffs applied for an inspection of the minutes of the proceedings of the Gas and Rivers Committees. The corporation objected to produce the minute books of either committee on the ground that it would be inimical to the interests of the citizens, and, as they were advised that such inspection could not be claimed of right under the statute which gave a right to inspect for a fee the minutes of the council, refused to permit the books to be inspected. The plaintiffs did not assert in court that they were entitled to inspect the minutes of committees generally, but they contended that when the proceedings of any committee had been approved by the council and such approval recorded on their minutes, then that they, as burgesses, were entitled to inspect the minutes of the committee so approved by the council, for the purpose of ascertaining what acts or proceedings of such committee the council had sanctioned. For the plaintiffs counsel contended that so long as the corporation thought fit to keep their minute book in such an illusory way that reference to it gave no information to a burgess who had paid to inspect it, such a person ought to have the right to inspect the minutes of the committee which appeared on the minute book of the council as having "been read and approved." For example, suppose the Parks Committee recommended the erection of a bandstand at a cost of £250. The minute of the council would appear thus: "The proceedings of the *Parks Committee* having been read, it was resolved that the same be approved." Until, therefore, the bandstand was begun or the information leaked out unofficially a burgess would be in the dark as to what steps, if any, the council had decided to take in the matter. For the corporation counsel disclaimed the suggestion that had been made to the effect that the council had opposed the wish of the burgesses in a contentious spirit. They merely desired the guidance of the court as to what was their duty. They had always been willing for the burgesses to inspect the minutes of the committees when, in their opinion, there was no objection to their doing so on the ground of public interest, but they considered that there were cases in which it would be most inexpedient to permit preliminary details to be seen. He suggested as a practical solution of the difficulty that the document described in Standing Order XI. as an "epitome," and which contained a summary of the decisions actually arrived at by the committee, should be treated as part of the minutes of the council in future. So long as the corporation was not bound to disclose any confidential preliminary matters they were prepared to permit inspection of the acts of the committee submitted for approval to the council.

THE COURT (CAVE and LAWRANCE, JJ.) on these terms granted a declaration that the burgesses were entitled to inspect in future the minutes of all acts of committees submitted to the council for approval, and whether those acts were finally approved or not by the council. The question of costs having been arranged the court made no order thereon.—COUNSEL, *C. A. Russell*, Q.C.; *Asquith*, Q.C., and *Macmorran*, Q.C. SOLICITORS, *Bush & Mellor*, for *Hinde, Milne, & Bury*, Manchester; *Sharpe, Parker, Pritchards, & Barham*, for *W. H. Talbot*, Clerk to the Corporation.

[Reported by ERSKINE REID, Barrister-at-Law.]

Bankruptcy Cases.

Re **STEPHENSON**, *Ex parte* **BROWN** *v.* **STEPHENSON.** Vaughan Williams, J. 30th March.

BANKRUPTCY—VOLUNTARY SETTLEMENT—LIFE INTEREST DEFEASIBLE ON BANKRUPTCY—DAMAGES IN DIVORCE SUIT—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), s. 33.

This was a motion for a declaration that a settlement made by the debtor was bad as having been made with intent to defeat creditors, and for an order for the payment of the income of the settled funds to the trustee. The debtor in November, 1895, obtained a decree *nisi* against his wife and £1,500 damages against the co-respondent. The damages were paid into court in accordance with the practice of the Probate, Divorce, and Admiralty Division. Upon the 6th of March, 1896, the debtor executed the settlement in question, the settled funds being the damages obtained in the divorce suit, and the settlement was approved by the court. It provided, *inter alia*, that the income of the funds should be paid to the wife until death or re-marriage, then to the husband until death or bankruptcy, then to be applied by the trustees, in their discretion, to the maintenance of the husband or children. It was admitted that the husband was in difficulties at the date of the settlement. The trustee in bankruptcy now sought to upset the settlement so far as the gift over of the income on bankruptcy was concerned, and asked that the income should be paid to him. This application was opposed on the ground that the funds settled never were the property of the debtor. Damages recovered in a divorce suit are not the property of the husband, but are always paid into court, and dealt with as the court thinks fit. See the Matrimonial Causes Act, 1857, s. 33; *Ex parte Muirhead, Re Muirhead* (24 W. R. 351, L. R. 2 Ch. D. 22).

VAUGHAN WILLIAMS, J., dismissed the application; holding that the settlement was not made with intent to defeat creditors, and was not the same thing as a settlement of the debtor's own property. Damages in a divorce suit could not be got out of court without leave, the court might direct their settlement in any way it pleased, and they could not be settled at all or disposed of in any way without its approval. A settlement of such damages was a very different thing from a settlement made by a man of his own free will. It could not be said to be an attempt to defeat creditors, for it was in reality an act of the court. The motion, therefore, must fail.—COUNSEL, *Muir Mackenzie; Leigh Clare*. SOLICITORS, *Spyer & Son; H. Tremnam*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

THE VICTORIA PENSION FUND.

The following further subscriptions had been promised up to April 1:—

	£	s.	d.
Amount of previous list	1,769	18	4
Hy. Manisty, 1, Howard-st., Strand, W.C. (further subscription)	52	10	0
J. J. King, Ipswich	1	1	0
Freeland Filliter, Wareham	1	1	0
W. T. Bloxam, 1, Lincoln's-inn-fields, W.C.	5	5	0
H. J. Calley, 9, Austin Friars, E.C.	1	1	0
E. C. Petgrave, Bath	1	1	0
Faber, Fawcett & Faber, Stockton-on-Tees	10	10	0
W. Sweet, Bristol	1	1	0
H. F. Nicholl, 1, Howard-street, Strand, W.C..	105	0	0

L. Fletcher, 1 Howard-street, Strand, W.C.	105	0	0
Ashurst Morris, Crisp, & Co., 17, Throgmorton-avenue, E.C.	105	0	0
R. Dawes (Dawes & Sons), 9, Angel-court, E.C.	26	5	0
J. W. Budd, 24, Austin Friars, E.C.	26	5	0
J. S. Beale, 28, Great George-street, Westminster	105	0	0
C. M. Barker, 15, Bedford-row, W.C.	25	0	0
E. R. Cooper, Southwold, Suffolk	1	1	0
Baxter & Co., 12, Victoria-street, Westminster, S.W.	3	3	0
Smith, Fawdon, & Low, 12, Bread-street, E.C.	2	2	0
F. Evershed, Burton-on-Trent	0	10	6
B. H. C. Fox, Lutterworth	20	0	0
A. E. Nalder, Shepton Mallet	1	1	0
C. E. Burkinyoung, 26, Bedford-row, W.C.	1	1	0
H. P. Becher, 26, Bedford-row, W.C.	1	1	0
A. J. H. Ward, Harwich	1	1	0
Gibson, Weldon, & Bilbrough, 27, Chancery-lane, W.C.	31	10	0
A. E. Savill, 10, Billiter-square, E.C.	10	10	0
John Ashbridge, 238, Whitechapel-road, E.	2	2	0
Isaac Vinall, High-street, Lewes	1	1	0
J. A. Druce, 10, Billiter-square, E.C.	26	5	0
Corbin & Greener, 85, Gresham-street, E.C.	5	5	0
E. L. Smith, 26, Lincoln's-inn-fields, W.C.	1	1	0
A. C. Nelson, 100, Temple Chambers, Temple-avenue, E.C.	10	0	0
C. Urquhart Fisher, 19 and 20, Holborn-viaduct, E.C.	1	1	0
W. Elliott Snow & C. J. Fox (for Snow, Snow, & Fox), 7, Great St. Thomas Apostle, E.C.	26	5	0
G. D. Stibbard, 21, Leadenhall-street, E.C.	50	0	0
Alfred Turner & Son, 15, Great Alie-street, Whitechapel, E.	2	2	0
Samuel Chester, 90, Cannon-street, E.C.	2	2	0
Edward Robinson (Travers-Smith, Braithwaite, & Robinson), 4, Throgmorton-avenue, E.C.	5	5	0
C. B. Symonds, Wirksworth	1	1	0
Bompas, Bischoff, Coxe, & Co., 4, Great Winchester-street, E.C.	105	0	0
Wilson, Bristows, & Carpmael, 1, Copthall-buildings, E.C.	105	0	0
W. J. & E. H. Tremellen, 33, Chancery-lane, W.C.	2	2	0
Edward Meade, 17, Laurence Pountney-lane, E.C.	5	0	0
G. M. Davey, Kingston-on-Thames	2	2	0
Thornton Toogood, 3, New Inn, Strand, W.C.	1	1	0
A. R. Prideaux, Goldsmiths' Hall, E.C.	3	3	0
T. A. Dyson, Gainsborough	0	10	0
J. N. Mason & Co., 32, Gresham-street, E.C.	4	4	0
W. Charlton, jun., Blyth, Northumberland	1	1	0
C. E. Hawes, 35, Old Jewry, E.C.	2	2	0
J. Hawes, 35, Old Jewry, E.C.	3	3	0
Nicholson & Jones, 39, Lime-street, E.C.	26	5	0
John Forster Cooper, 20, Threadneedle-street, E.C.	10	0	0
Sydney Moore, 4, Fenchurch-avenue, E.C.	10	10	0
W. Spyer, 53, New Broad-street, E.C.	3	3	0
Gard & Pearce, Devonport	2	2	0
J. Ballard, Bournemouth	1	1	0
N. L. Lawrence, 6, New-square, W.C.	105	0	0
C. T. Nicholls, 1, Lincoln's-inn-fields, W.C.	2	2	0
W. H. Nicholls, 1, Lincoln's-inn-fields, W.C.	2	2	0
Pickering & Neilson, 4, Stone-buildings, W.C.	5	5	0
Marshall & Marshall, 3 and 4, Lincoln's-inn-fields, W.C.	5	5	0
Thos. Charles, Throgmorton House, Copthall-avenue, E.C.	2	2	0
W. Lloyd Fox, Falmouth	1	1	0
F. M. Burton, Gainsborough	1	0	0
John Bolton, Blackburn	5	0	0
E. & B. Haworth, Blackburn	2	2	0
Golding & Hargrove, 99, Cannon-street, E.C.	26	5	0
E. L. Rowcliffe, 1, Bedford-row, W.	26	5	0
C. & E. Woodroffe, 39, Eastcheap, E.C.	5	5	0
G. S. & H. Brandon, 15, Essex-street, Strand, W.C.	10	10	0
Lindsay, Greenfield, & Masons, 6, Old Jewry, E.C.	26	5	0
A. Davenport, 48, Chancery-lane, W.C.	3	3	0
Morley, Shirreff, & Co., Gresham House, E.C.	26	5	0
G. P. Jordeson, Hull	1	1	0
J. R. B. Gregory, 1, Bedford-row, W.C.	50	0	0
Harold Brown, 1, Bond-court, Walbrook, E.C.	26	5	0
T. Vaughan Roberts, 2, St. Mildred's-court, E.C.	10	10	0
E. C. Haynes, 9, New-square, W.C.	50	0	0
	£3,227	11	0

THE SELDEN SOCIETY.

The annual meeting of the Selden Society was held in the Council-room, Lincoln's-inn-hall, on the 23rd ult. Lord Herschell, president of the society, had intended to take the chair, but he was prevented from doing so by other duties, and accordingly Lord Davey presided.

The report stated that the society had continued during the past year the slow but steady increase in the number of its members which marked the preceding year. The number for 1896 was 256, as compared with 223 for 1895. Of these 189 were in the United Kingdom and the rest abroad, mainly in the United States. Volume X. of their publications, representing the issue for 1896, was somewhat delayed in its later stages, but had now been published. It was "Select Cases in Chancery, A.D. 1364-1471," edited by Mr. W. Paley Baildon. Volume XI., for 1897, would form a second volume of "Select Pleas in the Court of Admiralty," edited, as the first volume, by Mr. Reginald G. Marsden. It was nearly through the press, and an early publication was confidently expected. Volume XII., for 1898, would be a volume on the Courts of Request, by Mr. I. S. Leadam. This was almost ready for the press. The council had had before them a proposal to reprint the Year-books of the reign of Edward II., which had been adjourned for fuller information. The proposal had been referred to a committee, which had the matter still under consideration. It was calculated that the Year-books so treated would require from seven to ten volumes, according to size. It was not proposed that the society should in any case devote the whole of its publications for a period of from seven to ten years exclusively to such work. The volumes of year-books might be published every second or third year, while the intervening years might still be occupied with such varied subjects as had been hitherto undertaken; or the year-books might be published occasionally, as funds would allow, as additional volumes. The council desired to know whether such an undertaking, if practicable, would be acceptable to the members of the society.

Lord DAVEY moved the adoption of the report and the re-election of the following retiring members of the council:—Mr. Maxwell Lyte, Mr. Stuart Moore, Mr. Pennington, Sir Frederick Pollock, and Mr. Renshaw, Q.C. He congratulated the society on the comparative strength of its financial position. This was the tenth year of the society's existence. It had, as they knew, gone through extremely troubled times, and it was now in a much more satisfactory position than it had been. It was also to be congratulated on the way in which it had performed the duty for which it was founded—namely, illustrating and promoting the historical study of the law. Volumes of interest and great curiosity had been published in previous years, but none of the works which had hitherto been published by the society surpassed the volume of this year on "Select Cases in Chancery," both in historical and in legal value. In that volume they might see the birth of our equitable jurisprudence; they might see how it originated in the right reserved to the Sovereign, acting by his Chancellor and his Council, to listen to complaints against the inefficiency of the King's Courts. "For God and for the sake of charity" was the mode in which the appeal was made, which no doubt at one time represented a real fact, although in later times it had become a common form which every draftsman introduced. They might find in that volume the rudimentary origin of our complicated law of trusts and equitable jurisdiction and glimpses of the social and domestic life of the English people in a state of society which had long passed away. One of the most interesting and curious of the appeals to be found in that volume was an appeal by persons against the wife of the treasurer of Calais. The prayer of the appeal was for an account of the ransoms of certain prisoners who had been taken in the battle of Agincourt, which had somehow or other got into the hands of the wife of the treasurer of Calais, who, he (Lord Davey) supposed, refused to account for them to the captors. Lord Davey proceeded to discuss the question of the Year-books of the reign of Edward II. He thought it would be a very worthy work for that society to undertake, and he would be very glad to assist it in any way he could. It would never do, however, for a society like that to undertake work it would afterwards be obliged to drop.

Lord Justice LINDLEY seconded the motion.

Mr. MAITLAND, Sir F. POLLOCK, and Mr. STUART MOORE spoke of the importance of and need for the work which the society would undertake in reprinting the Year-books of Edward II., and the CHAIRMAN gave some figures as to the estimated cost of the work.

The motion was then put to the meeting, and carried unanimously.

Mr. Justice ROMER proposed, and Mr. Justice STIRLING seconded, a resolution proposing certain alterations in the rules as to the election of the President, Vice-President, and members of Council, and this was also carried unanimously.

A vote of thanks was passed to the officers, and

Lord Justice RIGBY proposed a vote of thanks to the chairman, which was seconded by Mr. ATKINSON (President of the Yorkshire Law Society). Lord DAVEY responded, and the meeting then ended.

NORFOLK AND NORWICH INCORPORATED LAW SOCIETY.

The following are extracts from the report of the Committee:—

Members.—The number of members is now 76, of whom two are life members. It is gratifying to note that nearly all the members of our profession in actual practice in Norwich are members of this society. The number of barristers and others, not being members of the society, who subscribe to the Law Library is 18, of whom one is a *Life* Member. The number of members of this society who are also members of the Incorporated Law Society, U.K., is 43. The Committee would urge upon those who are not members of the chief society the desirability of joining. It is only by combination in this manner that solicitors will be able to advance the interests of the profession, and to secure full consideration for their views. Having regard to the announcement in the Queen's Speech that a Bill relating to Land Transfer will be introduced in the present session of Parliament, it is extremely important that the chief society should be supported to the utmost extent by country solicitors.

Country Representation on the Council of the Incorporated Law Society, U.K.—A scheme has been prepared and adopted by the Associated Provincial Law Societies (to which this society is affiliated), with a view of providing as far as possible that particular districts and local societies shall be represented on the Council of the chief society in proportion to their importance and activity. This scheme has been before your Committee, and will shortly be under the consideration of the Council. The main difficulty in the way of its adoption by the Council is that a large proportion of the members of the provincial societies are not members of the chief society. At present only about half of the solicitors in England and Wales are members of the society, while all solicitors share in the benefits accruing from its maintenance.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

QUINQUENNIAL MEETING.

The sixtieth annual general meeting of the Legal and General Life Assurance Society was held on Tuesday at the society's house, 10, Fleet-street, Mr. WILLIAM WILLIAMS (the Chairman) presiding.

The report stated that during the past year new assurances had been effected under 627 policies for the sum of £1,002,356 6s. 8d., the new premiums thereon amounting to £48,310 14s., of which £8,114 18s. 10d. was paid away for re-assurances with other offices of £235,100, leaving £40,195 15s. 2d. as the new premiums on £767,256 6s. 8d. the net risks retained. The society also received £663 18s. 1d. in respect of fatal accident assurances. The total net premium income amounted to £256,854 13s. 5d. being an increase of £13,338 2s. 6d. upon that of 1895. The claims amounted to £174,554 14s., caused by 104 deaths and one endowment policy matured, as against £177,714 17s. in 1895, caused by 94 deaths. The total number of ordinary policies in force at the end of the year was 6,024, assuring with bonus additions £10,933,808. The assets of the society, increased during the year by £177,162 2s. 6d., amounted on the 31st of December to £3,241,891 13s. 8d.

The CHAIRMAN, in moving the adoption of the report, remarked upon the increase in the society's business which had taken place, observing that the assets had risen from £2,588,000 to £3,242,000. The sums assured had risen from £8,159,000 to £10,000,000, and the number of policies from 4,389 to 6,024. At the same time there had been a considerable increase in the amount of the annual business. It would be seen that during the last year the society had received as the consideration for annuities granted the sum of £77,000. This proved the confidence which the public had in the society. It was satisfactory to notice that after giving credit for that £77,000 the amount of increase in the society's assets during the past year was £100,000. Turning to the revenue account it would be found that the premiums had amounted to £256,854 13s. 5d., and the society was able out of these annual premiums to pay not only the whole of the claims, which amounted to £174,554 14s., but also the surrenders, to pay the annuities, which amounted to £36,000, and the commission and other expenses; so that the whole of the claims and expenses were paid out of the premiums that were received, and the society were able thus to invest and accumulate nearly the whole of their annual income from investments. He thought, therefore, that the meeting would agree that the report was entirely satisfactory. This was only the report as to income, and no doubt the bonus report which would be submitted later would be yet more interesting. It would be noticed that the annual expenses of the society had been gradually diminishing. Mr. Colquhoun had given him figures from which it appeared that in 1892 the expenses were 13·7, in 1893 they were 12·5, in 1894 12·2, in 1895 11·9, and last year they were 11·6; so that the income was increasing and the expenses were diminishing. It would also be noticed that notwithstanding the decrease in the annual interest the society obtained from its investments there was yet a very satisfactory return. It would be seen that the rate of interest was no less than £4 3s. 9d. per cent. upon the whole of the investments. All the investments were in a most satisfactory condition, so that the society might rely upon receiving a satisfactory rate of interest in the future.

Mr. RICHARD PENNINGTON seconded the motion, which was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. PENNINGTON, the retiring directors and the auditors were re-elected.

This was agreed to.

On the motion of the CHAIRMAN, seconded by Mr. PENNINGTON, the sum of £300 was voted to the auditors for their services.

DIVISION OF PROFITS.

An extraordinary general meeting was afterwards held, at which the Chairman, Mr. WILLIAM WILLIAMS, presided.

The report stated that large as was the business transacted in the last quinquennium the amount transacted in the present bonus period had been still greater, and as the result of the large accession of business the renewal premiums had been increased in the five years from £186,450 3s. 4d. to £266,022 2s. 8d., and the sums assured from £8,159,038 3s. 6d. to £10,933,811 0s. 2d. The mortality had been very favourable, and a large profit had been realised in consequence of the light claims. The expenses of management represented an average of 12½ per cent. upon the premium income as against 13½ per cent. during the preceding five years. The assets had increased from £2,588,217 1s. 9d. to £3,241,891 13s. 8d., and the interest earned on the funds had been at the average rate of £4 4s. 6d. per cent. as against £4 5s. 4d. per cent. in the previous period. In view of the continuous fall in the rate of interest yielded by first-class securities the directors had reduced the rate of interest assumed in the valuation from 3 per cent. to 2½ per cent., but, owing to the large mortality profit, they were able to do this without doing injustice to any class of the assured. They had set aside, chiefly from the mortality profit, the necessary sum required to increase the reserves. The premiums valued amounted to £226,317, and the corresponding yearly office premiums being £265,955, the difference, £39,638 per annum, had been left unvalued as a provision for future expenses, and the usual adjustments and reserves had been made as in previous valuations. The investments had been subjected to a most careful examination, the result being to satisfy the directors that the funds are fully secured. The sum to be divided would allow the declaration of a bonus of 38s. per cent. per annum on the sums assured and previous bonuses, a larger bonus than had hitherto been given by the society, which would raise still further the rank it holds as one of the highest profit-providing companies in the kingdom. The proprietors' fund would admit of the payment of a dividend of 14s. 6d. per share for the present and the following four years. The directors had decided that on this and future occasions the qualifying period for sharing in the bonus should be reduced from five to three years.

The CHAIRMAN moved the adoption of the report. He expressed the hope that the meeting would consider it highly satisfactory. It was the report of the working of the society during the last five years. The number of policies from 1882 to 1886 was 758, the new sums assured being £1,637,586; the period from 1887 to 1891 shewed a considerable increase, the number of policies being 2,516, and the new sums assured £3,827,957. From 1892 to 1896 there were 3,034 policies issued, insuring £5,485,146. The amount now insured by the society was upwards of £10,000,000, a very large increase since the declaration of the bonus five years ago. At that time, 1892, the number of policies was considerably less than at present, the amount then insured being £8,159,038, the increase being £2,000,000. The increase of the society's business had been chiefly among the young lives, by means of which considerable profits were obtained at a low rate of expense. Profits had also been derived to a considerable extent from the society being able to keep up the rate of interest upon investments, the average rate being no less than £4 4s. 6d. per cent. during the five years. The investments, principally Colonial and Government securities, were valued at the rate at which they had stood in the books for a great many years. As an illustration he would take the first item—"Indian and Colonial Government securities; £10,000 New Zealand 4 per Cent. Stock." This stood in the books at 83¾. The present price was very considerably above par. Then take the "British Railway Debentures." There would be found "Great Eastern 5 per Cent. 121½." The price was now considerably above that. "London and South-Western 3 per Cent. Stock 78¾." It was considerably above par. Midland 4 per Cent. stood in the account at 125; it was considerably above that price. But all these securities had been standing in the books at these prices, and the rate of interest was of course more than it would be if it were brought to the actual value of the Stock Exchange prices. Another satisfactory source of profit had arisen from the care with which the insured lives had been selected. There had been a very great profit derived from the very light rate of mortality during the five years, so that the Board had been able to adopt the 2½ per cent. interest on the reserves instead of the 3 per cent. at which the reserves were calculated at the last bonus, and yet had been enabled to strengthen the position of the society and to declare a larger bonus than the society had ever declared before, being at the rate of 38s. per cent. upon the amount insured during the five years, and also to give an increased dividend to the shareholders. The number of policies existing in 1867 was only 3,082, and the amount insured stood at £3,911,728. The bonuses steadily increased, so that in 1876 the average bonus was £84 7s. 6d. per £1,000; in 1881 it was £86 7s. 6d.; in 1887, £90; in 1892, £102; and now the society was enabled to declare an average bonus of £116 per £1,000. The dividend upon the small amount of share capital had steadily increased from 9s. 6d. in 1867 to 11s. in 1872, 12s. in 1876; 13s. in 1881; 13s. 6d. in 1887; 14s. in 1892, and now the Board proposed to make it 14s. 6d. So that notwithstanding the strengthening of the reserves by valuing at 2½ per cent. instead of 3 per cent., and that they were giving this very large bonus to the policy holders, they were still enabled to give an increased dividend to the shareholders. Upon the older policies the amount insured had been doubled by the bonuses. The society was doing a considerable amount of annuity business, which was found to be profitable. Under the powers of an Act of Parliament obtained by the society a few years ago, they now did a considerable amount of business depending more or less upon human life, but not exactly life policies. This dealt with such matters as the forfeiture of life interest in consequence of not residing at a particular mansion, or not bearing name and arms, and also cases in which there might be a failure of issue. All these matters were more or less connected with life, and the business added materially to the premium income, and was very profitable. He could not sit down without expressing the sense he and all the directors had of the great services rendered by Mr. Colquhoun during the past ten years. To a very great extent the very satisfactory result set forth in the report, were due to Mr. Colquhoun's exertions, whilst the greatest assistance was rendered by the staff.

Mr. PENNINGTON seconded the motion, which was carried *nem. con.*

Mr. RAWLE moved a vote of thanks to the Chairman and directors.

Mr. BALDWIN SMITH seconded the motion, and it was agreed to.

Lord DAVEY moved a vote of thanks to Mr. Colquhoun and the other members of the staff.

Mr. FRANCIS seconded the motion, which was carried with acclamation.

The ACTUARY and MANAGER briefly responded, and the proceedings then terminated.

UNITED LAW SOCIETY.

Monday, 29th March. Mr. C. W. Williams in the chair. Mr. W. F. Symonds opened a debate on the motion "That the Volunteer Forces on the present system do not justify their existence." Mr. J. R. Yates opposed; and Messrs. C. Kains-Jackson, A. H. Richardson, C. Herbert Smith, N. Tebbutt, and A. M. Begg also took part in the debate. After a reply from Mr. Symonds, the usual voting took place, with the result that the motion was carried by one vote.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 30.—Chairman: Mr. Augustus Anderson.—The subject for debate was "That the public press in this country wields an influence greater than is desirable." Mr. J. D. A. Johnson opened in the affirmative. Mr. Arnold Jolly opened in the negative. The following members also spoke: Messrs. Foden Pattinson, Archibald Hair, Arthur E. Clarke, P. B. Buckland, C. F. N. Boulton, Hamilton Fox, Haseldine Jones, Alfred Dods, E. S. W. Isaac, Walter Barrett, E. A. Alexander, R. C. Atkinson. The motion was lost by four votes. The subject for debate at the next meeting of the society on Tuesday, the 6th of April, is "That the case of *Hawke* v. *Dunn* was wrongly decided."

LEGAL NEWS.

APPOINTMENT.

Mr. ALEXANDER P. RODYK, solicitor, of 70A, Aldermanbury, E.C., has been appointed a Commissioner for Oaths. Mr. Rodyk was admitted in April, 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FREDERICK HAINES and ALFRED HAINES, solicitors (Frederick & Alfred Haines), 1, Great James-street, Bedford-row, London. March 22.

STEPHEN BABINGTON BARLOW and HENRY PERCIVAL GWYNNE JAMES, solicitors (Barlow & James), Ingram House, 165, Fenchurch-street, London. March 25. [*Gazette*, March 30.

INFORMATION WANTED.

Any person having the custody, or any knowledge, of a Will made by Charles James Allport, late of 12, Tavistock-square, W.C., dated subsequently to 30th August, 1895, is requested to communicate at once with Messrs. Radford & Frankland, 40, Chancery-lane, W.C.

GENERAL.

A farewell dinner was given on the 27th ult. at the Café Royal, by members of the Divorce Court bar to Mr. Bayford, Q.C., on his retirement from practice. Mr. Inderwick, Q.C., presided, and among those present were his honour Judge Willis, Q.C., Mr. Rider Haggard, Mr. A. W. à Beckett, Mr. Bargrave Deane, Q.C., Mr. Registrar Pritchard, Mr. Registrar Hannen, Mr. Registrar Musgrave, and many members of the Bar.

The benchers of the Inner Temple, says the *Times*, have hit upon a happy notion for keeping alive the memory of the Diamond Jubilee Year, and at the same time paying a graceful compliment to the Houses of Parliament through their respective Speakers. It happens that both the Lord Chancellor and Mr. Gully are members of the Inner Temple, so that in commissioning the Hon. John Collier to paint their portraits to adorn the Middle Temple Hall, the benchers are adhering strictly to the traditions of the place.

In the House of Commons, on the 26th ult., Sir E. Ashmead-Bartlett asked the First Lord of the Treasury whether, as a memorial of her Majesty's great Jubilee, the Government would appoint a Commission to undertake the codification and simplification of the laws of England. Mr. Balfour replied that he was afraid he could not promise that this enormous undertaking should be started at the present time. It was an ideal which many law reformers had endeavoured to promote for generations past, but he could not himself undertake to contribute to its fulfilment. In reply to a further question whether he would make an effort in this direction, Mr. Balfour said that if consulting his legal friends in that or the other House could be regarded as making an effort, he should be prepared to do that.

The following are the arrangements made by the judges (Justices Wills and Kennedy) for holding the ensuing Spring Assizes on the Northern Circuit. The commissions will be opened at Manchester on Monday, April 12, at Liverpool on Tuesday, April 20, at Manchester on Monday, April 26, and at Liverpool on Thursday, May 6. The first working days will be April 13, 21, 27, and May 7, and the court will sit on those days at 11 o'clock. The trial of special jury causes will commence at Manchester on Thursday, April 15, at Liverpool on Friday, April 23, at Manchester on Thursday, April 29, and at Liverpool on Monday, May 10, at the sitting of the court unless otherwise ordered.

In the House of Commons, on the 29th ult., Mr. Lambert asked the Attorney-General whether he was aware that considerable dissatisfaction existed with regard to the proposed new County Court rule requiring a deposit for travelling expenses from plaintiffs when the defendant resided more than twenty miles from the court; and whether the operation of the rule might be postponed pending further consideration. The Attorney-General replied that the operation of the rule had been postponed until the month of May in order that the county court judges might meet together to consider the objections which had been raised to it. He ought, however, to add that the rule was passed to restrict the growing practice of summoning defendants to courts at a great distance from their place of residence.

A correspondent of the *Times* writes: "The lot of her Majesty's judges who are attending the House of Lords to hear the trade union appeal case is certainly not a very happy one. They are not allowed to speak or take any part in the proceedings, but simply have to sit and listen, and they will be called upon, when the case is over, to supply written individual opinions to the law lords. The enforced silence must be an unwonted and unwelcome experience to some of their lordships. In addition to this, on the first day of the proceedings, the judges were much crowded together and were not even provided with a table whereon to take a note of any point; but these defects were remedied on the next occasion. The wearing of the full-bottomed wigs and scarlet robes daily must also be somewhat of an infliction. It is a fortunate thing for the judges that they are not often called upon in latter times to attend the House of Lords."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, April 5	Mr. Pemberton	Mr. Godfrey	Mr. King
Tuesday 6	Ward	Bolt	Farmer
Wednesday 7	Pemberton	Godfrey	King
Thursday 8	Ward	Bolt	Farmer
Friday 9	Pemberton	Godfrey	King
Saturday 10	Ward	Bolt	Farmer

Date.	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, April 5	Mr. Lavie	Mr. Carrington	Mr. Leach
Tuesday 6	Pugh	Jackson	Beal
Wednesday 7	Lavie	Carrington	Leach
Thursday 8	Pugh	Jackson	Beal
Friday 9	Lavie	Carrington	Leach
Saturday 10	Pugh	Jackson	Beal

THE PROPERTY MART.

SALES OF ENSUING WEEK.

April 5.—Messrs. PROTHEROE & MORRIS, at the George Hotel, South Woodford, at 7 p.m., Freehold Building Plots. Solicitors, Messrs. Jennings, Son, & Allen, London. (See advertisement, March 27, p. 3.)

April 8.—Mr. CHARLES THOMAS CLIMPSON (of the firm of Messrs. Climpson & Johnson) will sell, at Balham Assembly Rooms, at 8 p.m., Freehold Building Land. Solicitors, T. Blanes White, Esq., and Messrs. Walker & Battiscombe, all of London. (See advertisement, this week, p. 3.)

April 8.—Mr. EDWIN EVANS, at the Falcon Hotel, Clapham Junction, at 7 p.m., Freehold Property, with Reversion. Solicitors, Messrs. Indermaur & Brown, and G. C. Corsellis, Esq., each of London. (See advertisement, this week, p. 3.)

RESULT OF SALE.

SALE OF REVERSIONS AND LIFE POLICIES.

The following were among the Lots sold at Messrs. H. E. FOSTER & CRANFIELD's fortnightly Sale at the Mart, E.C., on Thursday last:

REVERSIONS:		
To one-ninth of £13,333 6s. 8d. Consols	Sold	£1,100
To Government and Railway Stocks ...	"	2,210
LIFE INTEREST in £400 per annum	"	1,800
POLICIES OF ASSURANCE:		
For £800; life 86 ...	"	£220
For £2,500; life 49	"	1,200
For £2,500; life 49	"	930
For £2,000; life 49	"	810
For £1,000; life 62	"	530
For £6,000; life 54	"	1,750
For £1,000; life 55	"	620
For £1,000; life 68	"	540
For £1,000; life 55	"	400
SHARES AND DEBENTURES:		
Adams, Webster, & Co. (Limited) ten Second-Charge Debentures of £50 each, and 500 Shares £1 each fully-paid ...	"	350

The total sum realised was £11,960.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANGOR AND NORTH WALES MUTUAL MARINE PROTECTION ASSOCIATION, LIMITED—Petn for winding up, presented March 22, directed to be heard on April 7. Simpson & Co, 6, Moorgate st, agents for Hughes & Pritchard, Bangor, solors for petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 6

INDIAN ENGINEER CO, LIMITED—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to William Brook Keen, 3, Church ct, Old Jewry. Summerhays, Eastcheap, solor for liquidator

NAGAMALLY TEA CO, LIMITED—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims, to George Gray Anderson, 16, Philpot lane. Robinson & Stannard, 19, Eastcheap, solors for liquidator

NOLTEYKOP GOLD MINES, LIMITED—Creditors are required, on or before April 29, to send their names and addresses, and the particulars of their debts and claims, to Charles Walter Grimwade, 36, Coleman st

THETFORD ELECTRIC LIGHT AND POWER CO, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Lovewell Blake, Great Yarmouth. Housden & Housden, Thetford, solors to liquidator

VICTORIA DOCKS ENGINE WORKS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, together with full particulars of their debts or claims, to John Fenwick Fenwick and Joseph Earnshaw, 37, Gracechurch st

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

OLDHAM ENGINEERING CO, LIMITED—Petn for winding up, presented March 17, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, April 5, at 10.30. Fripp, 13, Clare st, Oldham, solor for petnr. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of April 3

FRIENDLY SOCIETIES DISSOLVED.

BREWERS' AND DISTILLERS' CLERKS' ANNUITY FUND FRIENDLY SOCIETY, 32, Beverley rd, Anerley, Surrey. March 10

INDEPENDENT APOLLO FRIENDLY SOCIETY, Ingham's Hotel, Chorlton st, Manchester. March 10

The Chief Registrar of Friendly Societies has, pursuant to section 77 of the Friendly Societies Act, 1896, cancelled the registry of several hundred Friendly Societies, on the ground, in each case, that the society has ceased to exist. March 24

London Gazette.—TUESDAY, March 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLACK FLAG PROPRIETARY CO, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts and claims, to James Anthony Parker, 1, Metal Exchange bldgs. Sutton & Co, 3 and 4, Gt Winchester st, solors to liquidator

MERCHANTS' FIRE OFFICE, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts and claims, to Francis William Pixley, 58, Coleman st

MINES ISSUING SYNDICATE, LIMITED—Petn for winding up, presented March 25, directed to be heard on April 7 Morten & Co, 99, Newgate st, solors for petnr Notice of appearing must reach the above-named not later than 6 o'clock on the afternoon of April 6

MURCHISON GIFT GOLD MINING CO, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to William Fenton Pugh, 11, Queen Victoria st Parker & Co, St Michael's Rectory, Cornhill, solors to the liquidator

PRINCES (BLACKPOOL), LIMITED—Creditors are requested, on or before May 5, to send their names and addresses, and the particulars of their debts or claims, to Thomas Blane, liquidator

QUEENSLAND NATIONAL BANK, LIMITED—Petn for winding up, presented March 29, directed to be heard on Wednesday, April 7 Murray & Co, 11, Birchin lane, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 6

WICKS' PATENTS SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION) — Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Owen Wyatt Williams, 55 and 56, Bishopsgate st. Soames & Co, 58, Lincoln's inn fields, solors to liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 19.

MARSHALL, PETER, High Shields, Durham, Licensed Victualler April 15 Robertson & Son, ld v Marshall, Registrar, Durham Moore & Armstrong, South Shields

PARKER, EZRA, Queen's gdns, Richmond, Surrey April 21 Howell v Popkin, Kekewich, J Champion, Ironmonger lane

PARKER, ELIZA ANN, Sutton pl, Hackney April 21 Howell v Popkin, Kekewich, J Champion, Ironmonger lane

London Gazette.—TUESDAY, March 23.

JONES, WILLIAM, Glendenys, nr Lampeter, Esq April 26 Jones v Evans, Kekewich, J Paterson, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 19.

ALVORD, ROBERT, St George's rd, Southwark April 30 Langhams, Blackfriars rd

ARMSTRONG, ELIZABETH, Kirkby Stephen, Westmorland April 15 Watson & Chorley, Kendal

ANDERSON, JAMES GEORGE, Old Kent rd, Provision Dealer April 15 Lockyer & Co, New Cross rd

ATKINS, WILLIAM, Ringwood, Hants, Miller April 6 Luff, Wimborne Minster

BAILEY, Mrs SARAH, Plas-Tan-y-Bwlch, Merioneth April 17 Newton & Co, Great Marlborough st

BRADLE, THOMAS, Maidstone, Beer Retailer April 21 Brennan & Brennan, Maidstone

BEDDOES, ANNA FRANCES EMILY, Clevedon, Somerset April 30 Hodgkinson, Newark on Trent

BOOKER, JOHN KAY, Southampton May 1 Rogers & Co, Cannon st

BROMWICH, ELIZABETH, Newport Pagnell, Bucks April 20 Wratislaw & Thompson, Rugby

BULCOCK, AMBROSE, Rimington, York, Farmer April 29 Procter & Baldwin, Burnley

CAVE, FRANCIS, Moseley, Worcester April 12 Westwood, Birmingham

CHADWICK, ELIZABETH, Oldham March 31 Taylor, Oldham

COLDER, EDWARD, Aston Manor, Warwick, Chain Manufacturer April 26 James & Barton, Birmingham

COCKCROFT, JANE, York April 3 Rogers & Hudson, Richmond, York

COMBER, ELIZABETH, Sydenham April 15 Cole & Higson, Lombard ct

COOK, JOHN, Wolverhampton April 17 Thorne & Co, Wolverhampton

COULES, EDWARD, Lambeth, Engineer April 28 May Parkes, Chancery ln

CUDDON, JAMES, Stone bldgs, Lincoln's inn May 3 Fooks & Co, Carey st, Lincoln's inn

DUFF, SAMUEL HUGH, Plymouth April 24 Bond & Co, Plymouth

EMERTON, ELIZABETH ELLEN, Banwell, Somerset April 17 Chapman & Co, Henrietta st, Cavendish sq

EVANS, LOIS EASTLAKE, Exeter May 1 Roberts & Andrew, Exeter

FENTON, ADELAIDE LUCY, Clifton, Bristol April 24 Meade & Co, Bristol

FIELD, ROBERT VENTRIS, Finchley May 1 Dale, Stone bldgs, Lincoln's inn

FRASER, ALEXANDER, Chelsea April 15 Cole & Higson, Lombard court

GARDNER, CHARLES, Swindon April 16 Withy, New Swindon

GOULDER, HERBERT, Sheffield April 30 Vickers & Co, Sheffield

GOULDER, JAMES, Sheffield, Builder April 30 Vickers & Co, Sheffield

GRAY, WILLIAM WILLIAMS, Brighton April 21 Satchell & Chapple, Queen st

HANCOCK, Miss MARY JANE, Newcastle upon Tyne April 30 Dees & Thompson, Newcastle on Tyne

HARTELL, AMELIA, Hastings April 22 Morgan, Hastings

HISCOCK, JOANNA EVERTON, Southampton April 24 Hickman & Son, Southampton

HOYLE, MARGARET, Accrington, Confectioner April 24 Hall & Co, Accrington

ILIFF, EUGENE STEPHEN BARTHOLOMEW, Holloway April 26 Denton & Co, Gray's inn sq

JOBSON, JANE, Newburn, Northumbrid April 19 Hoyle & Co, Newcastle upon Tyne

KAVANAGH, ARTHUR MANER, Hounslow May 1 Rogers & Co, Cannon st

KAY, JOHN, Marland, nr Rochdale April 2 Banks & Maddock, Heywood

LOVELL, JOHN JAMES, Leicester May 7 Burgess & Dexter, Leicester

MENDEL, SAMUEL TAYLOR, Croydon April 24 Stoneham & Sons, Fenchurch st

MOTTRAM, WILLIAM, Manchester March 31 A & G W FOX, Manchester

MOWTELL, MARY ANN, Ipswich, Suffolk April 20 Bantoft, Ipswich

PORTER, MARY ANN, Rugby, Warwick April 20 Wratislaw & Thompson, Rugby

RAWSON, CHRISTOPHER, Petersfield, Hants April 20 Davidson & Morriss, Queen Victoria st

REES, BENJAMIN, Tredegar, Mon April 1 Shepard, Tredegar

RICHMOND, CHARLES HENRY, Balham April 22 Finch & Turner, Cannon st

RIDLEY, GEORGE, Newcastle upon Tyne April 30 Dees & Thompson, Newcastle upon Tyne

ROBINSON, JAMES, Mile End April 19 Ince & Co, Fenchurch st

SANKEY, ARTHUR WILLIAM, Frensham, nr Farnham, Surrey April 21 Torr & Co, Abingdon st

SMITH, MARY, Old Swan, Lancaster April 20 Banks & Co, Liverpool

SMITH, HERBERT FREDERIC ALWYNE, West Hampstead April 30 McKenna & Co, Basinghall st

SWAIN, THOMAS, Gt Grimsby April 16 Grange & Wintringham, Gt Grimsby

TAYLOR, ELIZA, Deptford April 17 Plunkett & Leader, St Paul's churchyard

WAKEFIELD, FREDERICK WILLIAM, Liverpool, Milk Dealer April 20 Banks & Co, Liverpool

WARD, ELIZABETH, Leeds April 16 Atkinson & Ward, Bradford

WHELLENS, WILLIAM, Sunderland May 1 Douglas, Alnwick

WHITE, JAMES, Gt Grimsby May 1 Haddelsey, Gt Grimsby

WHITE, JAMES, Wigan April 18 Wright & Appleton, Wigan

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 26.

RECEIVING ORDERS.

ANDERSON, JAMES, Barnoldswick, Yorks, Auctioneer Bradford Pet March 20 Ord March 20

BROWN, FREDERICK, Lincoln, Labourer Lincoln Pet March 24 Ord March 24

BRUNTON, JOHN, Hoole, nr Chester, Nursery Gardener Chester Pet March 23 Ord March 23

BUTLER, JOHN, St Helens, Lancs Liverpool Pet March 9 Ord March 22

CARLTON, HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet March 23 Ord March 23

CASTLE, ISAAC, Oxford, Builder Oxford Pet March 6 Ord March 23

CATCHPOWLE, THOMAS, Birmingham, Baker Birmingham Pet March 23 Ord March 23

CLEAVER, FREDERICK, Poole, Dorsets, Hairdresser Poole Pet March 24 Ord March 24

CRESSY, JOHN HENRY, Stockport, Commercial Traveller Stockport Pet March 24 Ord March 24

CURTIS, CHARLES WILLIAM DENISON, Deal, Kent, Glass Dealer Canterbury Pet Feb 25 Ord March 20

DADSWELL, JOSEPH, jun, Maidstone, Grocer Maidstone Pet March 24 Ord March 24

ECKERSLEY, JAMES, Pontypool, Hay Dealer Newport, Mon Pet March 22 Ord March 22

ELMS, HENRY, Rockbeare, Devon, Farmer Exeter Pet March 22 Ord March 22

EVANS, THOMAS, Llandewibrefi, Cardigan, Farmer Carmarthen Pet March 23 Ord March 23

FIRTH, JOSEPH, Morley, Yorks Dewsbury Pet March 22 Ord March 22

GILLIATT, GEORGE, and THOMAS MANN NAINBY, Scunthorpe, Lincs, Men's Outfitters Gt Grimsby Pet March 13 Ord March 20

GRIFFITHS, DAVID, Rotherham, Grocer Sheffield Pet March 22 Ord March 22

GUNTHORPE, GEORGE THOMAS, Rock, nr Bewdley, Worcester, Haulier Kidderminster Pet March 22 Ord March 22

HOBMAN, FRANCIS GEORGE, Doncaster, Blacksmith Sheffield Pet March 23 Ord March 23

HUGHES, WILLIAM, Llanwnda, Carnarvonshire, Farmer Bangor Pet March 23 Ord March 23

IBBITSON, HENRY HARDAKER, and JOHN FREDERICK WILLIAM IBBITSON, Yeadon, York, Cloth Manufacturers Leeds Pet March 22 Ord March 22

JOHNSON, JOHN, North Shields, Builder Newcastle on Tyne Pet March 10 Ord March 23

JOHNSON, THOMAS WILLIAM, South Shields, Plumber Newcastle on Tyne Pet March 8 Ord March 22

KNOWLMAN, ARTHUR HARVEY, Park Side, Knightsbridge, Tailor High Court Pet March 22 Ord March 22

MABBOTT, SAMUEL HENRY, Brighton Brighton Pet March 24 Ord March 24

MATON, JOHN, Hungerford, Berks Newbury Pet March 23 Ord March 23

PERCEVAL, HUGH SPENCER DUDLEY, St James's st High Court Pet Feb 20 Ord March 24

PLUMPTON, ALFRED WILLIAM EDWARD, Toriano avenue, Camden rd, Musical Director High Court Pet March 24 Ord March 24

PORTER, HENRY FRANCIS, Eastcheap High Court Pet March 6 Ord March 24

RANDALL, WILLIAM, Ashford, Kent, Cycle Maker Canterbury Pet March 24 Ord March 24

ROBERTS, THOMAS, Birmingham, Club Steward Birmingham Pet March 22 Ord March 22

SHAUL, BENJAMIN, Hythe, Kent, Grocer Canterbury Pet March 24 Ord March 24

SHEPPARD, SAMUEL, Curdworth, Warwicks Birmingham Pet March 22 Ord March 22

SIMPSON, ALBERT EDWARD, Over Hulton, nr Bolton, Joiner Bolton Pet March 24 Ord March 24

STIRK, THOMAS, Bingley, Yorks, Joiner Bradford Pet March 22 Ord March 22

TOVEY, ELEANOR JANE, Axbridge, Somerset, Wells Pet March 4 Ord March 23

TUSTING, JOHN, Rushden, Northamptons, Draper Northampton Pet March 23 Ord March 23

WELLS, SAMUEL JAMES, Lichfield, Grocer Walsall Pet Pet March 22 Ord March 22

WILKINSON, FRED WILLIS, Bradford, Wholesale Confectioner Bradford Pet March 24 Ord March 24

WILLIAMS, THOMAS WILLIAM, St Leonards on Sea, Leather Seller Hastings Pet March 23 Ord March 23

WOOD, CHARLES, Bramley, Leeds, Horse Dealer Leeds Pet March 24 Pet March 24

WRIGHT, WILLIAM, and THOMAS HUGHES CLARKE, Anstey, Leicesters, Boot Manufacturers Leicester Pet March 20 Ord March 20

YOUNG, JOSEPH, Great Grimsby Great Grimsby Pet March 22 Ord March 22

FIRST MEETINGS.

BEALE, WILLIAM, Hounslow, Builder April 3 at 11 Off Rec, 95, Temple chmbrs, Temple avnue

BOYER, FRED, Padfield, Hadfield, Derby, Grocer April 2 at 3.30 Off Rec, Byrom st, Manchester

BRAGE, DAVID, Spelters, Maesteg, Glam, Coal Merchant April 7 at 11 Off Rec, 29, Queen st, Cardiff

BURCH, ROBERT, Long Melford, Suffolk, Saddler April 23 at 11 Cups Hotel, Colchester

BUTTERS, FRANCIS, Liverpool April 7 at 12 Off Rec, 35, Victoria st, Liverpool

CLARKE, WILLIAM, Filey, York, Innkeeper April 7 at 11.30 Off Rec, 74, Newborough st, Scarborough

COWLEY, GEORGE, Malvern Link, Worcester, Butcher April 3 at 11.30 Off Rec, 45, Copenhagen st, Worcester

COX, THOMAS, and FREDERICK ALFRED YOUNGMAN, Bournemouth, Stockbrokers April 2 at 12.30 Off Rec, Salisbury

DUREE, ALFRED, Hammersmith, Pawnbroker April 2 at 12 Bankruptcy bldgs, Carey st

ELMS, HENRY, Rockbeare, Devon, Farmer April 5 at 10 Off Rec, 13, Bedford circus, Exeter

GAMBLE, WILLIAM HENRY, Kettering, Grocer April 6 at 11.30 County Court bldgs, Sheep st, Northampton
GOODE, JOSEPH, Walthamstow, Builder April 2 at 12 Bankruptcy bldgs, Carey st
GREEN, GEORGE WILSON, Gt Grimsby April 3 at 11 Off Rec, 15, Osborne st, Gt Grimsby
GROVES, HENRY, Enfield Highway, Builder April 3 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
HARRISON, HARRY, Scarborough, Hairdresser April 2 at 11.30 Off Rec, 74, Newborough st, Scarborough
HARLAND, WILLIAM, Hunslet Carr, Leeds April 6 at 11.30 Off Rec, 74, Newborough st, Scarborough
HINDE, ARTHUR ALLINSON, Blackpool, Drill Instructor April 2 at 2.30 Off Rec, 14, Chapel st, Preston
HOLDSWORTH, JOHNSON, Bradford, Stuff Manufacturer April 5 at 11 Off Rec, 31, Manor row, Bradford
HUNT, JOHN GEORGE, Spalding April 9 at 11.45 Law Courts, New rd, Peterborough
IBBTSON, SAMUEL, and ARTHUR JAMES IBBTSON, Kidderminster, Commission Agents April 6 at 11 Off Rec, 31, Manor row, Bradford
JONES, ISAAC JAMES, Cardiff, Grocer April 6 at 11.30 Off Rec, 29, Queen st, Cardiff
KIRKBY, RICHARD BARRETT ADAMS, Kingston upon Hull, Auctioneer April 2 at 11.30 Off Rec, Trinity House ln, Hull
KNOWLMAN, ARTHUR HARVEY, Knightsbridge, Tailor April 2 at 2.30 Bankruptcy bldgs, Carey st
LEWIS, NEBUCHADNEZZAR, Aberdare, Tailor April 2 at 2 65, High st, Merthyr Tydfil
MATHER, JAMES ARTHUR, Droylsden, Lancs, Tile Layer April 2 at 2.30 Off Rec, Byrom st, Manchester
MEAKER, SYDNEY, Cardiff, Builder April 6 at 11 Off Rec 29, Queen st, Cardiff
PARKER, JOHN, Northampton, Shoe Manufacturer April 6 at 11 County Court buildings, Sheep st, Northampton
POTTER, DAVID ALEXANDER, Poultry, Clerk April 2 at 11 Bankruptcy bldgs, Carey st
RHODES, JAMES, Bootle, Lancs April 5 at 3 Off Rec, 29, Queen st, Cardiff
RICHARDSON, ROBERT WILLIAM, Stafford, Baker April 13 at 10.30 Wright & Westhead, St Martin's place, Stafford
SAMPSON, WILLIAM LOUIS, and ELLEN SAMPSON, Plymouth, Coal Merchants April 2 at 11 10, Athenæum terrace, Plymouth
SEARLE, SERGEANT, Moss Side, Manchester, Grocer's Manager April 2 at 3 Off Rec, Byrom st, Manchester
SKELSEY, JOHN, Walthamstow, Bootmaker April 5 at 2.30 Bankruptcy bldgs, Carey st
SMELLING, CHARLES ARTHUR, Oxted, Surrey, Butcher April 5 at 12.30 24, Railway app, London Bridge
SMELLING, HENRY, Brampton, Suffolk, Carpenter April 3 at 1 Off Rec, 8, King st, Norwich
SUTTON, NATHANIEL, New Bolingbroke, Lincs, Innkeeper April 8 at 12 Off Rec, 48, High st, Boston
THOMPSON, JOHN, Wednesfield, Staffs April 5 at 11 Off Rec, Wolverhampton
THORNLEY, JOHN JAMES, Dunston, nr Penkridge, Staffs, Farmer April 13 at 11 Wright & Westhead, St Martin's pl, Stafford
UNDERWOOD, JOHN, sen, and JOHN UNDERWOOD, jun, Darlington, Joiners April 2 at 3 Off Rec, 8, Albert rd, Middlesborough
VICARY, WILLIAM HENRY, Fulham, Builder April 5 at 12 Bankruptcy bldgs, Carey st
WALMESLEY, ALFRED, Wolverhampton, Grocer April 5 at 11.30 Off Rec, Wolverhampton
WALSH, MARY, Newport, Mon April 2 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
WATSON, WILLIAM JOHN, Nottingham, Solicitor April 5 at 15 Off Rec, 26 Peter's Church walk, Nottingham
WRIGHT, WILLIAM, and THOMAS HUGHES CLARKE, Anstey, Leics, Boot Manufacturers April 2 at 12.30 Off Rec, 1, Berridge st, Leicester

Amended notice substituted for that published in the London Gazette of March 19.

TAYLER, SIMON WALTER, Penton Manor, nr Andover, Farmer March 26 at 3.45 Star Hotel, Andover

ADJUDICATIONS.

ANDERSON, JAMES, Barnoldswick, York, Auctioneer Bradford Pet March 19 Ord March 20
BRADBURNE, RANDALL SACHEVERELL, Bishopsgate st Within, Accountant High Court Pet Jan 26 Ord March 23
BROWN, FREDERICK, Lincoln, Labourer Lincoln Pet March 24 Ord March 24
BROWNE, JOHN EDWARD, Forest Gate, Financial Agent High Court Pet Oct 30 Ord March 23
CARLTON, HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet March 23 Ord March 23
CLARKSON, ENOCH, Walsall, Basket Manufacturer Walsall Pet March 15 Ord March 20
CLAYTON, FREDERICK JAMES, Mexborough, Yorks, Grocer Sheffield Pet March 11 Ord March 22
CLEAVER, FREDERICK, Poole, Dorsets, Hairdresser Poole Pet March 23 Ord March 24
COX, THOMAS, and FREDERICK ALFRED YOUNGMAN, Bournemouth, Stockbrokers Poole Pet March 1 Ord March 23
CRESSY, JOHN HENRY, Stockport, Cheshire, Commercial Traveller Stockport Pet March 24 Ord March 24
ECKERSLEY, JAMES, Pontypool, Hay Dealer Newport, Mon Pet March 23 Ord March 23
ELMS, HENRY, Rockbeare, Devon, Farmer Exeter Pet March 22 Ord March 22
EVANS, THOMAS, Llandewibrefi, Cardigans, Farmer Carmarthen Pet March 22 Ord March 23
FIRTH, JOSEPH, Morley, York, Millhand Dewsbury Pet March 22 Ord March 22
FLETCHER, ARTHUR MORLEY, Old Jewry High Court Pet Jan 6 Ord March 23
GILLIATT, GEORGE, and THOMAS MANN NANNEY, Scunthorpe, Lincs, Men's Outfitters Great Grimsby Pet March 13 Ord March 20
GOODE, JOSEPH, Walthamstow, Builder High Court Pet March 3 Ord March 22
GRIFFITHS, DAVID, Rotherham, Grocer Sheffield Pet March 22 Ord March 22
GUNTHORPE, GEORGE THOMAS, Rook, nr Bewdley, Worcester, Haulier Kidderminster Pet March 22 Ord March 22
HOBMAN, FRANCIS GEORGE, Doncaster, Blacksmith Sheffield Pet March 23 Ord March 23
HUGHES, WILLIAM, Llanwnda, Carnarvon, Farmer Bangor Pet March 8 Ord March 23
IBBITSON, HENRY HARDAKER, and JOHN FREDERICK WILLIAM IBBITSON, Yeadon, Yorks, Cloth Manufacturers Leeds Pet March 22 Ord March 23
JACKSON, HENRY, Walsall Wood, Staffs, Chairmaker Walsall Pet March 5 Ord March 20
KIRKBY, RICHARD B A, Kingston upon Hull, Auctioneer Kingston upon Hull Pet March 1 Ord March 22
KNOWLMAN, ARTHUR HARVEY, Knightsbridge, Tailor High Court Pet March 22 Ord March 22
MARRIOTT, SAMUEL HENRY, Brighton Brighton Pet March 22 Ord March 24
MATON, JOHN, Hungerford, Berks Newbury Pet March 22 Ord March 23
MOORE, CHARLES E, Gerrard's Cross, Bucks Windsor Pet Aug 27 Ord March 19
RANDALL, WILLIAM, Ashford, Kent, Cycle Maker Canterbury Pet March 23 Ord March 24
SHAUL, BENJAMIN, Hythe, Kent, Grocer Canterbury Pet March 24 Ord March 24
SIMPSON, ALBERT EDWARD, Over Hulton, nr Bolton, Lancs, Joiner Bolton Pet March 24 Ord March 24
SINCLAIR, THOMAS BLYTHE, Liverpool, Shipstore Dealer Liverpool Pet March 2 Ord March 24
SKELSEY, JOHN, Walthamstow, Essex, Bootmaker High Court Pet March 3 Ord March 22
STIRK, THOMAS, Bingley, Yorks, Joiner Bradford Pet March 22 Ord March 22
STREET, GEORGE, Wilton, Wilts, Baker Salisbury Pet March 16 Ord March 23
THOMAS, JOHN, Argoed, Mon, Butcher Tredegar Pet March 19 Ord March 23
TUSTING, JOHN, Rushden, Northamptons, Draper Northampton Pet March 23 Ord March 23
VINCENT, JOSEPH, Walsall, Furniture Dealer Walsall Pet March 1 Ord March 20
VINE, WILLIAM, Weymouth, Builder Dorchester Pet Feb 23 Ord March 22
WALBURTON, WESLEY JAMES, Eaton, Glos, Accountant Bristol Pet March 9 Ord March 22
WALL, SAMUEL, Little Bloxwich, Staffs, Boat Steerer Walsall Pet March 17 Ord March 20
WATKINSON, ANNE, Southport, Plumber Liverpool Pet Feb 27 Ord March 24
WATKINSON, JAMES FREDERICK, Southport, Decorator's Manager Liverpool Pet Feb 27 Ord March 24
WELLS, SAMUEL JAMES, Lichfield, Grocer Walsall Pet March 22 Ord March 22
WILKINS, GEORGE HENRY, Bristol, Builder Bristol Pet March 12 Ord March 24
WILKINSON, FRED WILLIS, Bradford, Wholesale Confectioner Bradford Pet March 24 Ord March 24
WOOD, CHARLES, Bramley, Horse Dealer Leeds Pet March 24 Ord March 24
WRIGHT, WILLIAM, and THOMAS HUGHES CLARKE, Anstey, Leics, Shoe Manufacturers Leicester Pet March 20 Ord March 20
YOUNG, JOSEPH, Gt Grimsby Gt Grimsby Pet March 22 Ord March 22

ADJUDICATION ANNULLED.

LAWRENCE, ALFRED, Kambella rd, Battersea, General Ironmonger Wandsworth Adjud July 3, 1893 Annul March 22, 1897

London Gazette.—TUESDAY, March 30.

RECEIVING ORDERS.

ATKINS, SYDNEY FREDERICK, York st, Westminster, Fine Art Dealer High Court Pet March 25 Ord March 25
BARNETT, H F, Ramsgate, Solicitor Canterbury Pet Feb 3 Ord March 20
CLARKE, FREDERICK WILLIAM, Brixton High Court Pet March 5 Ord March 26
CLARKE, WILLIAM, Beckenham, Builder Croydon Pet March 27 Ord March 27
COOPER, THEOPHILUS, Coleford, Glos, Colliery Proprietor Newport, Mon Pet March 24 Ord March 26
DYSON, GABRIEL, jun., Colne, Lancs, Plumber Burnley Pet March 27 Ord March 27
EMANUEL, EMANUEL, Maida Hill High Court Pet Dec 17 Ord March 26
FINBERG, ISAAC, Kilburn, Tailor High Court Pet Feb 18 Ord March 26
GREENWOOD, FRANK CUNLIFFE, Rochdale, Boot Dealer Rochdale Pet March 25 Ord March 25
GUY, MARTIN FRANK, Ryde, I W, Painter Newport Pet March 26 Ord March 26
HOW, WILLIAM, Chatham, Wood Dealer Rochester Pet March 26 Ord March 26
HUGHES, EDWARD, Aberystwith, Innkeeper Aberystwith Pet March 25 Ord March 25
HUGHES, JAMES, Worcester, Provision Dealer Worcester Pet March 25 Ord March 25
LAWES, HERBERT, Greenwich, Hay Merchant Greenwich Pet March 26 Ord March 26
LONGBOTTOM, JOHN HENRY, Halifax, Worsted Spinner Halifax Pet March 27 Ord March 27
MEREDITH, THOMAS, Stourbridge, Fruiterer Stourbridge Pet March 23 Ord March 23
MORRIS, ENOCH, Sibsey, Lincs, Corn Merchant Boston Pet March 25 Ord March 25
MORRIS, GEORGE HENRY, and BERTRAM MORRIS, Whyteleafe, Surrey, Fly Proprietors Croydon Pet March 25 Ord March 25
MONTLOCK, ERNEST, Putney Wandsworth Pet March 2 Ord March 25
NOAKES, ARTHUR, Wadhurst, Sussex, Farmer Tunbridge Wells Pet March 25 Ord March 25
ROBINSON, JOSEPH, Oswaldtwistle, Lancs, Carter Blackburn Pet March 25 Ord March 25
ROWELL, GEORGE, Rhondda Valley, Glam, Coalminer Pontypridd Pet March 25 Ord March 25
SETON, ANDREW RAMSAY WILMOT, South Kensington High Court Pet March 10 Ord March 25
SHEAD, HARRY SEYMOUR, Albany st, Regent's Park, Boot Maker High Court Pet March 25 Ord March 25
STANDEN, HARRY HENRY, Retford, Tobacconist Lincoln Pet March 26 Ord March 26
TAVERNER, JOHN PONSFORD, St John's Wood, Florist High Court Pet Feb 25 Ord March 25
TEASDALE, THOMAS, Middlesborough, Cart Builder Stockton on Tees Pet March 24 Ord March 24
TIMMS, THOMAS CHARLES, Prestatyn, Flints, Painter Bangor Pet March 25 Ord March 25
WADE, GEORGE, Oberstein rd, St John's Hill, Contractor High Court Pet March 10 Ord March 25
WAINE, ARTHUR FREDERICK, Redland, Bristol, Wine Merchant Bristol Pet March 27 Ord March 27
WEIGHELL, JOHN, Upton Warren, Worcs, Farmer Worcester Pet March 26 Ord March 26
WELDON, JOHN WILLIAM, Wisbech St Mary, Cambs, Wheelwright King's Lynn Pet March 27 Ord March 27
WHITCOMB, HORACE, and BERESFORD WHITE WHITCOMB, Burleigh st, Strand High Court Pet Feb 27 Ord March 25
WHITE, CHARLES, Kingsand, Cornwall, Builder Plymouth Pet March 27 Ord March 27
WILLIAMS, JOHN, Portmadoc, Butcher Portmadoc Pet March 25 Ord March 25
WOOD, EZEKIEL, Buxton, Derby, Stonemason Stockport Pet March 26 Ord March 26
WRIGHT, FRANK ARTHUR, Croydon, Boot Dealer Croydon Pet March 27 Ord March 27

FIRST MEETINGS.

ANDREWS, EDWIN CHARLES, Bromley, Florist April 8 at 11.30 24, Railway approach, London Bridge
ATKINS, SYDNEY FREDERICK, York st, Westminster, Fine Art Dealer April 6 at 12 Bankruptcy bldgs, Carey st
BROOKES, CHARLES, West Bromwich, Horse Dealer April 9 at 2.10 County Court, West Bromwich
CASTLE, ISAAC, Oxford, Builder April 6 at 12 Bankruptcy Office, 1, St Aldate's, Oxford
DADSWELL, JOSEPH, jun, Maidstone, Grocer April 14 at 11 Off Rec, 9, King st, Maidstone
DOVER, JOHN GEORGE, Darlington, Fitter April 14 at 3 Off Rec, 8, Albert rd, Middlesborough
ECKERSLEY, JAMES, Pontypool, Hay Dealer April 14 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
EVANS, THOMAS, Llandewibrefi, Cardigans, Farmer April 7 at 2.30 Off Rec, 4, Queen st, Carmarthen
EXTON, RICHARD THOMAS, Blaengarw, Glam, Boot Dealer April 9 at 11 Off Rec, 29, Queen st, Cardiff
FINBERG, ISAAC, Kilburn, Tailor April 6 at 2.30 Bankruptcy bldgs, Carey st
FIRTH, JOSEPH, Morley, York, Millhand April 6 at 3 Off Rec, Bank chmbrs, Batley
GOSLING, WILLIAM, Kingston on Thames, House Decorator April 6 at 11.30 24, Railway app, London bridge
GRAY, ROBERT THOMAS, Southsea, Hants, Post Office Clerk April 6 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
HOBMAN, FRANCIS GEORGE, Doncaster, Blacksmith April 6 at 2.30 Off Rec, Figtree lane, Sheffield
HUGHES, JAMES, Worcester, Provision Dealer April 7 at 11.30 Off Rec, 45, Copenhagen st, Worcester
JACKSON, HENRY, Walsall Wood, Staffs, China Maker April 7 at 10 Off Rec, Walsall
JARMAN, THOMAS, Trealaw, Glam, Carpenter April 6 at 12 65, High st, Merthyr Tydfil
JENKINSON, JOSEPH, Oldham, Brushmaker April 6 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
KENDALL, WILLIAM, Walsall, Coal Dealer April 7 at 11.30 Off Rec, Walsall
LEACH, GEORGE, Birmingham, Wire Worker April 7 at 11 23, Colmore row, Birmingham
LEIGH, GILBERT, Liverpool, Stockbroker April 13 at 12 Off Rec, 35, Victoria st, Liverpool
LLOYD, EDWIN, Wednesbury, Staffs, Boot Manufacturer April 7 at 10.30 Off Rec, Walsall
LLOYD, WALTER, Aberavon, Grocer April 7 at 12 Off Rec, 31, Alexandra row, Swansea
LUCAS, ALFRED GRAHAM, Leicester, Tailor April 6 at 12 Off Rec, 26 Peter's church walk, Nottingham
MAITLAND, CHARLES, and WILLIAM GEORGE THOMAS, Kingston upon Thames, Factors April 6 at 11 Off Rec, 23, Colmore row, Birmingham
MEADOCK, FREDERICK, Devizes, Butcher April 7 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
MORRIS, ENOCH, Sibsey, Lincs, Corn Merchant April 8 at 12.30 Off Rec, 48, High st, Boston
PEARCE, JOHN B, Pillaton, Cornwall, Farmer April 6 at 10 10, Athenæum ter, Plymouth
RAW, WILLIAM EDMUND ST MICHAEL, Sydenham, Dealer April 7 at 12.30 24, Railway approach, London Bridge
ROWBOTTOM, FRANCIS, Newtown, Cheshire, Cotton Waste Spinner April 7 at 11.45 Off Rec, County chmbs, Market pl, Stockport
SAMS, GEORGE, Offord Cluny, Hunts, Carter April 8 at 11 Off Rec, 1a, St Paul's sq, Bedford
SANDERS, RALPH BROWN, Higham Ferrars, Northampton, Currier April 8 at 3.15 Bankruptcy bldgs, Carey st
SCRIVEN, WILLIAM ALBERT HENRY, Portland, Dorsetshire, Butcher April 6 at 12.30 Off Rec, Salisbury
SCOFFHAM, EDWARD, Smethwick, Staffs, Butcher April 9 at 2 County Court, West Bromwich
SIMPSON, ALBERT EDWARD, Over Hulton, near Bolton, Joiner April 7 at 11 16, Wood st, Bolton
SOWDEN, WILLIAM GEORGE, and ALBERT SOWDEN, Cosham, Hants, Butchers April 6 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
STIRK, THOMAS, Bingley, Yorks, Joiner April 7 at 11 Off Rec, 31, Manor row, Bradford
TOVEY, ELEANOR JANE, Nailsea, Somersets April 7 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
TUCKER, GEORGE HENRY, Portsea, Fishmonger April 7 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
UNDERHILL, JAMES, Smethwick, Staffs, Hautier April 9 at 2.5 County Court, West Bromwich

VINCENT, JOSEPH, Walsall, Furniture Dealer April 7 at 11 Off Rec, Walsall
WEIGHELL, JOHN, Upton Warren, Worcs, Farmer April 6 at 11.30 Off Rec, 45, Copenhagen st, Worcester
WHITFIELD, WILLIAM, Stanley, Durham, House Furnisher April 7 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
YELDHAM, HERBERT ARTHUR, Whitchurch, Devon April 7 at 10 10, Athenæum tree, Plymouth

Amended notice substituted for that published in the London Gazette of March 23:
GOODCHILD, WILLIAM, Reading, Builder March 30 at 3 Queen's Hotel, Reading

ADJUDICATIONS.

ATKINS, SYDNEY FREDERICK, York st, Westminster, Fine Art Dealer High Court Pet March 25 Ord March 25
COOPER, THEOPHILUS, Colford, Glos, Colliery Proprietor Newport, Mon Pet March 26 Ord March 26
CURROS, JOHN, Westcott, nr Dorking, Farmer Croydon Pet Feb 24 Ord March 26
DURKE, ALFRED, Hammersmith, Pawnbroker High Court Pet March 2 Ord March 27
DYSON, GABRIEL, jun, Colne, Lanes, Plumber Burnley Pet March 27 Ord March 27
FINBERG, ISAAC, Kilburn, Tailor High Court Pet Feb 18 Ord March 27
FORBES, JOHN, Cricklewood High Court Pet Feb 6 Ord Ord March 26
FREEMAN, WILLIAM OSBORNE, Beckington, Somerset, Flock Manufacturer Bath Pet March 1 Ord March 26
GOODMAN, LOUIS HENRY, South Kensington High Court Pet Feb 4 Ord March 25
GOSLING, WILLIAM, Kingston on Thames, House Decorator Kingston, Surrey Pet March 18 Pet March 25
GREENWOOD, FRANK CUTHLIFFE, Rochdale, Boot Dealer Rochdale Pet March 25 Ord March 25
GUY, MARTIN FRANK, Ryde, I W, Painter Newport and Ryde Pet March 26 Ord March 26
HEIN, WILLIAM, THOMAS CANNON, and TONY CANNON, Bermondsey, Merchants High Court Pet Jan 6 Ord March 23
HOW, WILLIAM, Chatham, Wood Dealer Rochester Pet March 26 Ord March 26
HUGHES, EDWARD, Aberystwith, Innkeeper Aberystwith Pet March 25 Ord March 25
HUGHES, JAMES, Worcester, Provision Dealer Worcester Pet March 25 Ord March 25
HUNT, SENDRACH, and WILLIAM WATTS, St George, Glos, Boot Manufacturers Bristol Pet Feb 4 Ord March 25
JOHNSON, JOHN, North Shields, Builder Newcastle upon Tyne Pet March 9 Ord March 25
JOHNSON, THOMAS WILLIAM, South Shields, Plumber Newcastle on Tyne Pet March 5 Ord March 25
LONGBOTTOM, JOHN HENRY, Ovenden, Halifax, Worsted Spinner Halifax Pet March 27 Ord March 27
MEREDITH, THOMAS, Stourbridge, Fruiterer Stourbridge Pet March 23 Ord March 24
MORRIS, ENOCH, Sibsey, Lincs, Corn Merchant Boston Pet March 25 Ord March 25
NOAKES, ARTHUR, Wadhurst, Sussex, Farmer Tunbridge Wells Pet March 25 Ord March 25
ROBINSON, JOSEPH, Oswaldtwistle, Carter Blackburn Pet March 25 Ord March 25
ROUSELL, GEORGE, Maerdy, Rhondda Valley, Glam, Coalminer Pontypridd Pet March 25 Ord March 25
SHELLEY, FRANCIS HENRY, Canton, Cardiff, Licensed Victualler Cardiff Pet March 8 Ord March 23
TEASDALE, THOMAS, Middlesborough, Cart Builder Stockton on Tees Pet March 23 Ord March 24
THOMAS, WILLIAM GEORGE, Kingston on Thames, Factor Kingston, Surrey Pet March 1 Ord March 27
TIMMS, THOMAS CHARLES, Prestatyn, Flints, Painter Bangor Pet March 25 Ord March 25
TOWNSEND, GEORGE, Tenby, Pembroke, Boot Dealer Pembroke Dock Pet March 2 Ord March 25
ULLMANN, CHARLES, Fulham rd, Oyster Merchant High Court Pet Sept 29 Ord March 26
VON BISSING, WALTER ADOLPHUS, Brighton High Court Pet Feb 9 Ord March 24
WAINE, ARTHUR FREDERICK, Redland, Bristol, Wine Merchant Bristol Pet March 27 Ord March 27
WEBSTER, HENRY, Aberystwith Aberystwith Pet March 5 Ord March 26
WEIGHELL, JOHN, Upton Warren, Worcs, Farmer Worcester Pet March 26 Ord March 26
WELDON, JOHN WILLIAM, Wisbech St Mary, Cambs, Wheelwright King's Lynn Pet March 27 Ord March 27
WHITE, CHARLES, Kingsand, Cornwall, Builder Plymouth Pet March 27 Ord March 27
WILLIAMS, JOHN, Portmadoc, Butcher Portmadoc Pet March 22 Ord March 25
WILLIAMS, THOMAS WILLIAM, St Leonards on Sea, Leather Seller Hastings Pet March 23 Ord March 27
WOOD, EZEKIEL, Buxton, Derbys, Stonemason Stockport Pet March 26 Ord March 26

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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